

Exhibit E3

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY,)	
PHARMACIA, LLC, and SOLUTIA,)	
INC.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 17SL-CC03368
)	
MAGNETEK, INC.,)	Oral Argument Requested
)	
Defendant.)	

**DEFENDANT MAGNETEK, INC.'S MOTION TO
DISMISS OR STAY THIS ACTION**

COMES NOW Defendant Magnetek, Inc., by and through its undersigned counsel, and hereby moving the Court for an order: (1) dismissing Plaintiffs' petition on principles of comity and equity based on an already-pending action in New Jersey involving the same parties and the same transactions and occurrences; (2) dismissing Plaintiff's petition pursuant to Rule 55.27(a)(2) based on a lack of personal jurisdiction over defendant, Magnetek, Inc.; or, (3) alternatively, dismissing Count VI of the petition pursuant to Rule 55.27(a)(6) for failure to state a claim upon which relief can be granted, together with such other and further relief as the Court deems just and proper.

As set forth more fully in the annexed affidavit of Ryan A. Lema, sworn to December 8, 2017, with exhibits, the affidavit of David Pierce, sworn to December 7, 2017, and the accompanying memorandum of law, Plaintiffs' petition should be dismissed because Plaintiffs commenced this duplicative action against Magnetek months after Magnetek commenced an action in New Jersey regarding the same underlying dispute. In the alternative, Plaintiffs' petition should either be dismissed, in its entirety, pursuant to

Rule 55.27(a)(2) – because Magnetek is not subject to personal jurisdiction in Missouri; or dismissed, in part, pursuant to Rule 55.27(a)(6) – because Plaintiffs’ count for negligent misrepresentation fails to state a claim upon which relief can be granted. Finally, if the Court declines to dismiss Plaintiffs’ petition in its entirety, this action should be stayed based on grounds of comity and equity.

WHEREFORE, Defendant Magnetek, Inc. respectfully moves this Court for an order dismissing Plaintiff’s petition in its entirety or, in the alternative, dismissing Plaintiff’s petition in part while further ordering that this action be stayed based on grounds of comity and equity.

LEWIS RICE LLC

By: /s/ Scott A. Wissel
Scott A. Wissel, #49085
1010 Walnut Street, Suite 500
Kansas City, MO, 64106
(816) 421-2500 – Telephone
(826) 472-2500 – Facsimile

PHILLIPS LYTLE LLP
Craig A. Leslie (*pro hac vice* motion to be filed)
Ryan A. Lema (*pro hac vice* motion to be filed)
One Canalside
125 Main Street
Buffalo, New York 14203
Telephone No. (716) 847-8400
cleslie@phillipslytle.com
rlema@phillipslytle.com

CERTIFICATE OF SERVICE

I hereby certify that on December 11, 2017, I electronically filed the foregoing with the Clerk of the Court by using the Court's electronic filing system, which will automatically send a notice of electronic filing to interested parties.

/s/ Scott A. Wissel

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
TWENTY-FIRST JUDICIAL CIRCUIT
STATE OF MISSOURI**

MONSANTO COMPANY,)	
PHARMACIA, LLC, and)	
SOLUTIA, INC.,)	
)	
Plaintiffs,)	
)	Case No. 17SL-CC03368
vs.)	
)	Division 8
MAGNETEK, INC.,)	
)	
Defendant.)	

ENTRY OF APPEARANCE

COMES NOW John M. Hessel of the law firm of Lewis Rice LLC and hereby enters his appearance as co-counsel for Defendant Magnetek, Inc.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ John M. Hessel
John M. Hessel, #26408
600 Washington Avenue, Suite 2500
St. Louis, MO 63101
(314) 444-7735 – Phone
(314) 612-7335 – Facsimile
jhessel@lewisrice.com

*Co-Counsel for Defendant
Magnetek, Inc.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on plaintiff's counsel and all defense counsel of record via the Missouri Courts e-Filing System Pursuant to Missouri Rules of Civil Procedure 103.08 this 14th day of December, 2017.

In addition, the undersigned counsel certifies under Rule 55.03(a) of the Missouri Rules of Civil Procedure that he has signed the original of this certificate and the foregoing pleading.

/s/ John M. Hessel

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY, PHARMACIA,
LLC, and SOLUTIA, INC.

Case No. 17SL-CC03368

Plaintiffs,


v.

MAGNETEK, INC.

Defendants.

ORDER

IT IS HEREBY ORDERED THAT this Court grants the Motion to Admit *Pro Hac Vice* Craig A. Leslie (“Applicant”) in the above-captioned matter. Applicant is hereby admitted pursuant to Missouri Supreme Court Rule 9.03 to appear on behalf of Magnetek, Inc.



Presiding Judge

January 02, 2018

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY, PHARMACIA,
LLC, and SOLUTIA, INC.

Case No. 17SL-CC03368

Plaintiffs,

v.

MAGNETEK, INC.

Defendants.

ORDER

IT IS HEREBY ORDERED THAT this Court grants the Motion to Admit *Pro Hac Vice* Jacob S. Sonner (“Applicant”) in the above-captioned matter. Applicant is hereby admitted pursuant to Missouri Supreme Court Rule 9.03 to appear on behalf of Magnetek, Inc.



Presiding Judge

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MONSANTO COMPANY, PHARMACIA,
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Plaintiffs,

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MAGNETEK, INC.

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Presiding Judge

January 02, 2018

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY,
PHARMACIA, LLC, and SOLUTIA,
INC.

Plaintiffs,

v.

MAGNETEK, INC.

Defendant.

Case No. 17SL-CC03368

MOTION TO ADMIT *PRO HAC VICE*
CRAIG A. LESLIE

COMES NOW Magnetek, Inc. (“Magnetek”), by and through its undersigned counsel, and hereby moves the Court for entry of an Order for admission *pro hac vice* of Craig A. Leslie (“Applicant”), attorney with the law firm Phillips Lytle LLP, as counsel for Magnetek in this action. In support of this motion, Magnetek states:

1. That the undersigned is a member in good standing of the Bar of the State of Missouri.
2. The undersigned is an attorney with the law firm Lewis Rice, having an office at 1010 Walnut, Suite 500, Kansas City, Missouri.
3. Applicant is counsel at Phillips Lytle LLP. He is a member in good standing of the bar of the state of New York and have been admitted to practice in the following Courts:

Courts of the State of New York; U.S. District Court, Eastern District of New York; U.S. District Court, Northern District of New York; U.S. District Court, Southern District of New York; U.S. District Court, Western District of New York; U.S. Bankruptcy Court, Northern District of New York; U.S. Bankruptcy Court, Western District of New York; U.S. Court of Appeals, Second Circuit.

4. Applicant is not under suspension or disbarment by the highest court of any state or territory of the United States or of the District of Columbia.

5. Applicant will be acting in association with the undersigned for the purposes of representing Magnetek.

6. The undersigned finds Applicant to be a reputable attorney and recommends that he be admitted to practice before this Court for the limited purpose of representing Magnetek in this action.

7. Applicant's admission *pro hac vice* will assist in providing effective representation of Magnetek and will assist the Court in efficiently and expeditiously addressing and deciding the issues presented by this lawsuit.

8. In support of this Motion, the Affidavit of Craig A. Leslie is attached together with a receipt for payment of the fee required by Supreme Court Rule 6.01(m), which items are marked Exhibits A and B, respectively.

9. A proposed Order is also attached hereto as Exhibit C.

WHEREFORE, Movant asks that the Court enter an order granting this Motion and admitting Applicant to practice *pro hac vice* in this action.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Scott A. Wissel
Scott A. Wissel, #49085
1010 Walnut Street, Suite 500
Kansas City, MO, 64106
(816) 421-2500 – Telephone
(826) 472-2500 – Facsimile

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on December 20, 2017, I electronically filed the foregoing with the Clerk of the Court by using the Court's electronic filing system, which will automatically send a notice of electronic filing to interested parties.

/s/ Scott A. Wissel

Exhibit A

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI


MONSANTO COMPANY,)	
PHARMACIA, LLC, and SOLUTIA,)	
INC.)	Case No. 17SL-CC03368
Plaintiffs,)	
)	
v.)	
)	
MAGNETEK, INC.)	
)	
Defendant.)	

AFFIDAVIT OF CRAIG A. LESLIE

I, Craig A. Leslie, being duly sworn, state as follows:


1. I am an attorney with the law firm of Phillips Lytle LLP.
2. I am a licensed attorney and a member in good standing of the bar in the State of New York. Neither I nor any member of my firm are under suspension or disbarment by any such court.
3. I wish to appear *pro hac vice* on behalf of Magnetek, Inc. in the above-styled case.
4. I agree to subject myself to the jurisdiction of the courts of Missouri in any manner arising out of my conduct in such proceedings and agree to be bound by the Code of Professional Responsibility applicable to Missouri lawyers and the interpretation thereof by Missouri courts.
5. Scott A. Wissel, of the law firm Lewis Rice, having an office at 1010 Walnut, Suite 500, Kansas City, Missouri, is the attorney of record in this case and will serve as associate counsel.

FURTHER AFFIANT SAYETH NAUGHT.



Craig A. Leslie

Sworn to and subscribed before me this 8th day of December 2017.



Notary Public

RHONDAA. MILLER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 2, 2021

Exhibit B



CLERK OF THE SUPREME COURT
STATE OF MISSOURI
POST OFFICE BOX 150
JEFFERSON CITY, MISSOURI
65102

BETSY AUBUCHON
CLERK

TELEPHONE
(573) 751-4144

December 14, 2017

This will hereby acknowledge receipt of \$1230 as required by Rule 6.01(m) for Craig A. Leslie, Ryan A. Lema and Jacob S. Sonner, appearing in Monsanto Company et al. v. Magnetek, Inc., Case No. 17SL-CC03368, before the Circuit Court of St. Louis County, State of Missouri.

A handwritten signature in cursive script that reads "Betsy AuBuchon".

Betsy AuBuchon, Clerk

Exhibit C

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY, PHARMACIA,
LLC, and SOLUTIA, INC.

Case No. 17SL-CC03368

Plaintiffs,

v.

MAGNETEK, INC.

Defendants.

ORDER

IT IS HEREBY ORDERED THAT this Court grants the Motion to Admit *Pro Hac Vice* Craig A. Leslie (“Applicant”) in the above-captioned matter. Applicant is hereby admitted pursuant to Missouri Supreme Court Rule 9.03 to appear on behalf of Magnetek, Inc.

Presiding Judge

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY,
PHARMACIA, LLC, and SOLUTIA,
INC.

Plaintiffs,

v.

MAGNETEK, INC.

Defendant.

Case No. 17SL-CC03368

MOTION TO ADMIT *PRO HAC VICE*
JACOB S. SONNER

COMES NOW Magnetek, Inc. (“Magnetek”), by and through its undersigned counsel, and hereby moves the Court for entry of an Order for admission *pro hac vice* of Jacob S. Sonner (“Applicant”), attorney with the law firm Phillips Lytle LLP, as counsel for Magnetek in this action. In support of this motion, Magnetek states:

1. That the undersigned is a member in good standing of the Bar of the State of Missouri.

2. The undersigned is an attorney with the law firm Lewis Rice, having an office at 1010 Walnut, Suite 500, Kansas City, Missouri.

3. Applicant is counsel at Phillips Lytle LLP. He is a member in good standing of the bar of the state of New York and have been admitted to practice in the following Courts:

Courts of the State of New York; U.S. District Court, Western District of New York; U.S. Bankruptcy Court, Western District of New York.

4. Applicant is not under suspension or disbarment by the highest court of any state or territory of the United States or of the District of Columbia.

5. Applicant will be acting in association with the undersigned for the purposes of representing Magnetek.

6. The undersigned finds Applicant to be a reputable attorney and recommends that he be admitted to practice before this Court for the limited purpose of representing Magnetek in this action.

7. Applicant's admission *pro hac vice* will assist in providing effective representation of Magnetek and will assist the Court in efficiently and expeditiously addressing and deciding the issues presented by this lawsuit.

8. In support of this Motion, the Affidavit of Jacob S. Sonner is attached together with a receipt for payment of the fee required by Supreme Court Rule 6.01(m), which items are marked Exhibits A and B, respectively.

9. A proposed Order is also attached hereto as Exhibit C.

WHEREFORE, Movant asks that the Court enter an order granting this Motion and admitting Applicant to practice *pro hac vice* in this action.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Scott A. Wissel
Scott A. Wissel, #49085
1010 Walnut Street, Suite 500
Kansas City, MO, 64106
(816) 421-2500 – Telephone
(826) 472-2500 – Facsimile

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on December 20, 2017, I electronically filed the foregoing with the Clerk of the Court by using the Court's electronic filing system, which will automatically send a notice of electronic filing to interested parties.

/s/ Scott A. Wissel

Exhibit A

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MONSANTO COMPANY,
PHARMACIA, LLC, and SOLUTIA,
INC.

Plaintiffs,

v.

MAGNETEK, INC.

Defendant.

Case No. 17SL-CC03368

AFFIDAVIT OF JACOB S. SONNER

I, Jacob S. Sonner, being duly sworn, state as follows:

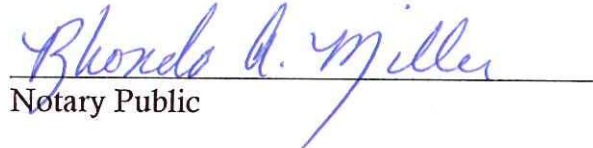
1. I am an attorney with the law firm of Phillips Lytle LLP.
2. I am a licensed attorney and a member in good standing of the bar in the State of New York. Neither I nor any member of my firm are under suspension or disbarment by any such court.
3. I wish to appear *pro hac vice* on behalf of Magnetek, Inc. in the above-styled case.
4. I agree to subject myself to the jurisdiction of the courts of Missouri in any manner arising out of my conduct in such proceedings and agree to be bound by the Code of Professional Responsibility applicable to Missouri lawyers and the interpretation thereof by Missouri courts.
5. Scott A. Wissel, of the law firm Lewis Rice, having an office at 1010 Walnut, Suite 500, Kansas City, Missouri, is the attorney of record in this case and will serve as associate counsel.

FURTHER AFFIANT SAYETH NAUGHT.



Jacob S. Sonner

Sworn to and subscribed before me this 11th day of December 2017.



Notary Public

RHONDAA. MILLER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 2, 2021

Exhibit B



CLERK OF THE SUPREME COURT
STATE OF MISSOURI
POST OFFICE BOX 150
JEFFERSON CITY, MISSOURI
65102

BETSY AUBUCHON
CLERK

TELEPHONE
(573) 751-4144

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Betsy AuBuchon, Clerk

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Case No. 17SL-CC03368

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RYAN A. LEMA

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1. That the undersigned is a member in good standing of the Bar of the State of Missouri.
2. The undersigned is an attorney with the law firm Lewis Rice, having an office at 1010 Walnut, Suite 500, Kansas City, Missouri.
3. Applicant is counsel at Phillips Lytle LLP. He is a member in good standing of the bar of the state of New York and have been admitted to practice in the following Courts:

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5. Applicant will be acting in association with the undersigned for the purposes of representing Magnetek.

6. The undersigned finds Applicant to be a reputable attorney and recommends that he be admitted to practice before this Court for the limited purpose of representing Magnetek in this action.

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WHEREFORE, Movant asks that the Court enter an order granting this Motion and admitting Applicant to practice *pro hac vice* in this action.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Scott A. Wissel
Scott A. Wissel, #49085
1010 Walnut Street, Suite 500
Kansas City, MO, 64106
(816) 421-2500 – Telephone
(826) 472-2500 – Facsimile

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that on December 20, 2017, I electronically filed the foregoing with the Clerk of the Court by using the Court's electronic filing system, which will automatically send a notice of electronic filing to interested parties.

/s/ Scott A. Wissel

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MONSANTO COMPANY,
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Plaintiffs,

v.

MAGNETEK, INC.

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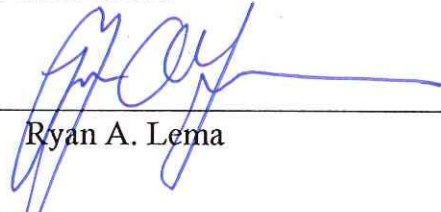
Case No. 17SL-CC03368

AFFIDAVIT OF RYAN A. LEMA

I, Ryan A. Lema, being duly sworn, state as follows:

1. I am an attorney with the law firm of Phillips Lytle LLP.
2. I am a licensed attorney and a member in good standing of the bar in the State of New York and the Commonwealth of Massachusetts. Neither I nor any member of my firm are under suspension or disbarment by any such court.
3. I wish to appear *pro hac vice* on behalf of Magnetek, Inc. in the above-styled case.
4. I agree to subject myself to the jurisdiction of the courts of Missouri in any manner arising out of my conduct in such proceedings and agree to be bound by the Code of Professional Responsibility applicable to Missouri lawyers and the interpretation thereof by Missouri courts.
5. Scott A. Wissel, of the law firm Lewis Rice, having an office at 1010 Walnut, Suite 500, Kansas City, Missouri, is the attorney of record in this case and will serve as associate counsel.

FURTHER AFFIANT SAYETH NAUGHT.



Ryan A. Lema

Sworn to and subscribed before me this 8th day of December 2017.



Notary Public

MARIAN SARZYNIAK
No. 01SA6206283
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 05/18/20 21

Exhibit B



CLERK OF THE SUPREME COURT
STATE OF MISSOURI
POST OFFICE BOX 150
JEFFERSON CITY, MISSOURI
65102

BETSY AUBUCHON
CLERK

TELEPHONE
(573) 751-4144

December 14, 2017

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A handwritten signature in cursive script that reads "Betsy AuBuchon".

Betsy AuBuchon, Clerk

Exhibit C

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

MONSANTO COMPANY, PHARMACIA,
LLC, and SOLUTIA, INC.

Case No. 17SL-CC03368

Plaintiffs,

v.

MAGNETEK, INC.

Defendants.

ORDER

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Presiding Judge

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MONSANTO COMPANY, PHARMACIA,
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Case No. 17SL-CC03368

Plaintiffs,

v.

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Defendants.

ORDER

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Presiding Judge

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
TWENTY-FIRST JUDICIAL CIRCUIT
STATE OF MISSOURI

FILED
DEC 22 2017
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

MONSANTO COMPANY,
PHARMACIA, LLC, and
SOLUTIA, INC.,

Plaintiffs,

vs.

MAGNETEK, INC.,

Defendant.

Case No. 17SL-CC03368

Division 8

ORDER

By agreement of the parties, Plaintiff shall file its Memorandum in Opposition to Defendant's Motion to Dismiss or Stay on or before January 19, 2018. Defendant shall file its Reply Memorandum on or before February 2, 2018. A hearing for oral argument on the Motion is set for February 16, 2018. *at 1:30 pm*.

THOMPSON COBURN LLP

LEWIS RICE LLC

By: /s/ Christopher M. Hohn
John R. Musgrave, #20358
Christopher M. Hohn, #44124
A. Elizabeth Blackwell, #50270
Susan L. Werstak, #55689
David M. Mangian, #61728
One U.S. Bank Plaza
St. Louis, MO 63101
(314) 552-6000 (telephone)
chohn@thompsoncoburn.com

By: /s/ John M. Hessel
John M. Hessel, #26408
600 Washington Avenue, Suite 2500
St. Louis, MO 63101
(314) 444-7735 – Phone
(314) 612-7335 – Facsimile
jhessel@lewisrice.com

Co-Counsel for Deft. Magnetek, Inc.

Counsel for Plaintiff

So ordered,
Dean P. Walden

JD

LEWIS RICE LLC

By: /s/ Scott A. Wissel
Scott A. Wissel, #49085
1010 Walnut Street, Suite 500
Kansas City, MO 64106
(816) 421-2500 – Phone
(816) 472-2500 – Facsimile
sawissel@lewisrice.com

Co-Counsel for Deft. Magnetek, Inc.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MONSANTO COMPANY,
PHARMACIA, LLC, and
SOLUTIA, INC.

Plaintiffs,

v.

MAGNETEK, INC.

Defendant.

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Cause No. 17SL-CC03368

**PLAINTIFFS' MEMORANDUM IN OPPOSITION TO DEFENDANT
MAGNETEK, INC.'S MOTION TO DISMISS OR STAY THIS ACTION**

John R. Musgrave #20358
Christopher M. Hohn #44124
A. Elizabeth Blackwell #50270
Susan L. Werstak, #55689
David M. Mangian #61728
THOMPSON COBURN LLP
One U.S. Bank Plaza
St. Louis, Missouri 63101
(314) 552-6000 (telephone)
(314) 552-7000 (facsimile)

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I. INTRODUCTION

This Court has specific personal jurisdiction over Defendant Magnetek, Inc. (“Magnetek”), which is the successor in interest to Universal Manufacturing Company (“UMC”). This case arises directly out of Magnetek’s breach of a Missouri contract, its predecessor’s purchases of millions of pounds of polychlorinated biphenyls (“PCBs”) from Pharmacia, LLC, f/k/a Monsanto Chemical Co. (“Old Monsanto”) that was based in Missouri, and UMC’s negligent misrepresentations made in Missouri that have resulted in harm being sustained in Missouri. Magnetek’s motion to dismiss ignores the substantial factual record and the black-letter law of specific personal jurisdiction and should be denied.

The central contract at issue—the 1972 “Special Undertaking by Purchasers of Polychlorinated Biphenyls” (the “SUA”)—requires Magnetek to defend, indemnify, and hold harmless Old Monsanto “from and against all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with” the more than eleven million pounds of PCBs UMC purchased from Old Monsanto between 1972 and 1977. Plaintiffs Old Monsanto, Monsanto Company (“New Monsanto”), and Solutia, Inc. (collectively, “Plaintiffs”) were subsequently sued by third parties in Missouri and elsewhere in connection with UMC’s use of PCBs sold pursuant to the SUA. The SUA requires Magnetek to defend and provide indemnification for those suits, but Magnetek has refused to do so, a breach of contract resulting in significant damages to Plaintiffs. UMC’s entry into a Missouri contract requiring it to defend and indemnify a company that was located in Missouri, UMC’s submission of PCB purchase orders to Old Monsanto in Missouri, along with UMC’s numerous other suit-related contacts with Missouri described in detail below are more than sufficient to subject Magnetek to specific personal jurisdiction in Missouri.

The Court should also deny Defendant's request to dismiss or stay this lawsuit in favor of Magnetek's preemptive "placeholder" declaratory judgment lawsuit filed by Magnetek in New Jersey state court during the pendency of the parties' settlement-related discussions. First, the New Jersey action is due to be dismissed, because the New Jersey court lacks jurisdiction over New Monsanto and Solutia, both of whom are indispensable parties to the litigation. Second, the Plaintiffs here are the rightful Plaintiffs who are seeking significant damages from Magnetek for breach of a Missouri contract and other claims, whereas Magnetek solely seeks in its New Jersey action a declaration of non-liability. Plaintiffs should not be denied their right to litigate their claims for damages in their chosen forum simply because Defendant surreptitiously filed a preemptive declaratory judgment lawsuit first in New Jersey.

Finally, the Court should reject Defendant's challenge to Plaintiffs' negligent misrepresentation claim. The Petition sufficiently alleges all of the elements of a claim for negligent misrepresentation under Missouri law, including that UMC's representations to Old Monsanto were false due to the failure to exercise reasonable care. For these reasons, this Court should deny Defendant's Motion to Dismiss or Stay This Action ("MTD").

II. BACKGROUND

A. UMC Entered Into The SUA In Missouri.

Magnetek is the successor by merger to UMC. Pet., ¶ 15; Affidavit of David Pierce ("Pierce Aff."), ¶ 2. UMC purchased approximately 11,918,600 pounds of PCBs—which are extremely stable, chemically inert, resistant to heat and fire, and highly electrically resistive (Pet., ¶ 20)—from Old Monsanto between January 1972 and 1977. Affidavit of Robert G. Kaley, II ("Kaley Aff."), Ex. B. UMC incorporated those PCBs into capacitors and lighting ballasts it manufactured and sold. *See Fruit of the Loom, Inc. v. Travelers Indemn. Co.*, 284 Ill.

App. 3d 485, 487 (Ill. App. 1996); Pierce Aff., ¶ 4. At the time, Old Monsanto's principal place of business was in Missouri. UMC purchased PCBs by contacting Old Monsanto in Missouri—by telephone and by sending purchase orders to Old Monsanto in Missouri (*see* Kaley Aff., Ex. C). UMC entered into sales contracts for PCBs that were executed in Missouri and that contain Missouri choice of law provisions. Kaley Aff., Ex. D. UMC ultimately released thousands of gallons of the PCBs it purchased from Old Monsanto into the environment through spills, leaks, and improper disposal and dumping. *See Fruit of the Loom, Inc.*, 284 Ill. App. 3d at 488-89. PCBs purchased by UMC also were released into the environment from PCB-containing products manufactured and sold by Defendant.

In 1970, Old Monsanto announced a preliminary decision to cease all production of PCBs, which would have eliminated all then-existing PCB production in the United States. Pet., ¶ 26. Because its decision would have left members of the U.S. electric industry without a domestic source for the PCBs required by existing industry standards, and deemed “necessary” by the federal government, Old Monsanto revised its approach at the request of its customers. Pet., ¶ 27. Old Monsanto agreed to continue to supply PCBs for certain closed electrical applications until the U.S. Environmental Protection Agency, members of the transformer and capacitor industries, and Old Monsanto could reach a consensus judgment that suitable alternatives to PCBs were available. Pet., ¶ 28. Old Monsanto agreed to continue to produce PCBs for its customers to use in electrical applications after 1971, but only if they would agree to defend and indemnify Old Monsanto against future PCB-related claims. Pet., ¶ 41.

After negotiating the particular terms of the agreement, on January 7, 1972, UMC and Old Monsanto entered into the SUA. Pet., ¶ 43. The SUA, which was executed by Old Monsanto *in Missouri* (Kaley Aff., Ex. A), required UMC, and now requires Magnetek, to

defend and indemnify Old Monsanto from certain “liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses . . . arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of” the 11,918,600 pounds of PCBs UMC purchased from Old Monsanto between January 1972 and 1977. Pet., ¶¶ 45-46; Pet., Ex. 1. The SUA is not limited to claims connected only to PCBs purchased by UMC after January 7, 1972, but also applies to claims connected to those PCBs “whether alone or in combination with other substances,” including PCBs purchased by UMC prior to the date of the SUA. Pet., ¶ 49; Pet., Ex. 1; *See Monsanto Co. v. Gould Electrs., Inc.*, 965 S.W.2d 314, 317-18 (Mo. Ct. App. 1998).

B. Defendant Refused To Defend Or Indemnify Old Monsanto Under The SUA.

Plaintiffs recently have been sued in approximately 46 lawsuits (“the PCB lawsuits”) covered by the SUA. Affidavit of Christopher M. Hohn (“Hohn Aff.”), ¶ 3. Thus, on August 29, 2016, Chris Hohn, counsel for the Plaintiffs located in Missouri, sent a letter to Mr. Scott S. Cramer of Magnetek, Inc. on behalf of Plaintiffs, requesting that Defendant defend and indemnify Old Monsanto in those PCB lawsuits, as required by the SUA. *See Hohn Aff.* ¶ 3; *Hohn Aff.*, Ex. Q. On September 13, 2016, counsel for Magnetek, Mr. Craig A. Leslie, responded to Mr. Hohn by sending a letter to Mr. Hohn in Missouri, rejecting Plaintiffs’ tender of the defense and demand for indemnification in the PCB lawsuits on behalf of Defendant. *See Hohn Aff.* ¶ 4; *Hohn Aff.*, Ex. R.

On April 7, 2017, counsel for Plaintiffs invited Defendant to attend a meeting on May 16, 2017, at the offices of Thompson Coburn LLP in St. Louis, Missouri, to discuss the parties’ positions regarding Defendant’s obligations under the SUA. *Hohn Aff.* ¶ 5. The purpose of the meeting was to provide information to Defendant and assess whether the parties could structure a dispute resolution process to try to resolve Plaintiffs’ claims outside the context of formal

litigation. *Id.* In addition to Defendant, other companies that had signed SUAs with Old Monsanto (and that also were obligated to defend and indemnify Old Monsanto in the PCB lawsuits) were also invited to the meeting. *Id.* On May 1, 2017, Mr. Leslie responded that he would attend the meeting in Missouri on behalf of Defendant, along with two other individuals for Defendant. *See* Hohn Aff. ¶ 6; Hohn Aff., Ex. U.

C. Defendant Filed A Preemptive “Placeholder” Declaratory Judgment Lawsuit In New Jersey During The Parties Negotiations.

On Friday May 12, 2017, four days before the parties’ scheduled meeting and without informing Plaintiffs or their counsel, Defendant preemptively filed an eight-count declaratory judgment lawsuit against Plaintiffs in the Superior Court of Bergen County, New Jersey (the “New Jersey Action”). *See* Affidavit of Ryan A. Lema (“Lema Aff.”), ¶ 8; Hohn Aff., ¶ 8.¹ Four days later, on May 16, 2017, counsel for Defendant, Mr. Joe Schmit, arrived at Thompson Coburn’s offices to attend the scheduled meeting on behalf of Defendant, without informing counsel for Plaintiffs that Defendant had filed the New Jersey Action four days earlier. Hohn Aff. ¶ 9. Approximately one hour before the meeting was scheduled to begin, counsel for Plaintiffs learned, through a docket alert email, that Defendant had filed the New Jersey Action. *Id.* Counsel for Plaintiffs met with Mr. Schmit privately before the start of the planned meeting and raised Defendant’s filing of the New Jersey Action. *Id.* Mr. Schmit confirmed that the New Jersey Action had been filed, but noted that it had not been served, and stated that the New Jersey Action was a “placeholder.” *Id.* Since Plaintiffs were preparing to meet with representatives from other companies that had not filed suit, counsel for Plaintiffs excused

¹ In the New Jersey Action, Defendant seeks *inter alia* a declaration that the SUA is void or unenforceable (Lema Aff., Ex. B at ¶¶ 76, 116, 122), that Defendant is not required to defend and indemnify New Monsanto, Old Monsanto, or Solutia under the SUA (*id.* at ¶¶ 83, 89, 100), and that the SUA does not impose market share liability on Defendant. *See id.* at ¶ 126.

Defendant's counsel from the meeting, but requested that Defendant agree to dismiss the New Jersey Action and enter into a standstill and tolling agreement to permit the parties to continue their negotiation outside the context of formal litigation. Hohn Aff. ¶ 10. After considering that proposal for approximately one month, Defendant ultimately declined and served Plaintiffs with the Complaint in the New Jersey Action on June 21, 2017. *Id.*

D. The Court Denied Plaintiffs' Motions To Dismiss The New Jersey Action Without Prejudice Subject To Further Jurisdictional Discovery Proceedings.

On September 5, 2017, Solutia and New Monsanto filed a joint motion to dismiss Defendant's claims against them in the New Jersey Action for lack of personal jurisdiction. *See* Lema Aff., ¶ 10. Solutia and New Monsanto argued that they are not subject to general personal jurisdiction in New Jersey because they are not "at home" in New Jersey—i.e., they are not incorporated there, do not have their principal places of business there, and New Jersey is not a surrogate for their place of incorporation or principal place of business. They are not subject to specific personal jurisdiction in New Jersey because neither was in existence when the SUA was signed and the PCBs sold to UMC, and as separate corporate entities, the jurisdictional contacts of New Monsanto are not imputed to them. That same day, Old Monsanto filed a motion to dismiss Defendant's claims against it in the New Jersey Action arguing that the case should be dismissed in its entirety because Solutia and New Monsanto are indispensable parties and the New Jersey Court lacks personal jurisdiction over them. The New Jersey Court heard oral argument on both motions, and on October 13, 2017 entered an order denying the motions without prejudice "*subject to further jurisdictional discovery proceedings.*" *See* Lema Aff., Exs. C at 4 (emphasis added). The Court explained that due to the "fact sensitive nature of Defendants' corporate structure and activities, a more robust record must be cultivated by the Plaintiff in order for this Court to make the necessary determination as to its jurisdiction over the

Defendants.” *Id.* at 5. Plaintiffs filed their Answer and Affirmative Defenses in the New Jersey Action—which include *inter alia* defenses that the New Jersey Court lacks personal jurisdiction over New Monsanto and Solutia—on November 29, 2017. *See* Lema Aff., ¶ 11; Lema Aff., Ex. E.

On December 8, 2017—almost two months after the Court denied the Motions to Dismiss the New Jersey Action and three days before Magnetek filed its Motion to Dismiss in this case—Defendant served interrogatories, requests for production, and deposition notices on Plaintiffs. Lema Aff., Ex. 12. Magnetek’s discovery requests go well beyond the limited jurisdictional discovery allowed by the New Jersey Court. Plaintiffs served their objections and responses to the discovery just three days ago, on January 16, 2018. Hohn Aff., ¶ 12.

III. ARGUMENT

A. Magnetek Is Subject To Specific Personal Jurisdiction In Missouri.

There are two categories of personal jurisdiction—specific and general. *Daimler AG v. Bauman*, 134 S.Ct. 746, 754 (2014). “In order for a state court to exercise specific jurisdiction, the suit must arise out of or relate to the defendant’s contacts with the forum.” *Bristol-Myers Squibb Co. v. Superior Court of California, San Francisco County*, 137 S.Ct. 1773, 1780 (2017) (internal quotations omitted) (quoting *Daimler AG*, 134 S.Ct. at 754). “In other words, there must be an affiliation between the forum and the underlying controversy, principally, an activity or an occurrence that takes place in the forum state and is therefore subject to the State’s regulation.” *Id.* (quoting *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 918 (2011)). This Court has specific jurisdiction over Magnetek for claims arising out of the SUA.

“Missouri courts employ a two-step analysis to evaluate personal jurisdiction.” *Bryant v. Smith Interior Design Group, Inc.*, 310 S.W.3d 227, 231 (Mo. banc 2010). “First, the Court

inquires whether the defendant’s conduct satisfies Missouri’s long-arm statute, section 506.500.”

Id. If the long-arm statute is satisfied, “the court next evaluates whether the defendant has sufficient minimum contacts with Missouri such that asserting personal jurisdiction over the defendant comports with due process.” *Id.* Both the Missouri long-arm statute and due process are easily satisfied by Magnetek’s conduct in this case and substantial suit related contacts with the State of Missouri.

1. UMC’s Jurisdictional Contacts With Missouri Are Imputed To Magnetek.

Magnetek concedes that it is the “successor by merger to UMC.” MTD, p. 2. Therefore, UMC’s jurisdictional contacts with Missouri are imputed to Magnetek. *See Bennett v. Rapid Am. Corp.*, 816 S.W.2d 677, 678 (Mo. 1991) (“A myriad of cases hold that a corporation may be subject to personal jurisdiction if its predecessor had sufficient contacts with the state to allow the exercise of jurisdiction.”); *Green v. Montgomery Ward & Co.*, 775 S.W.2d 162, 166 (Mo. Ct. App. 1989).²

2. Missouri’s Long-Arm Statute Is Satisfied.

Missouri permits the exercise of long-arm jurisdiction where a defendant commits any act “sufficient to invoke” Section 506.500. *Chromalloy Am. Corp. v. Elyria Foundry Co.*, 955 S.W.2d 1, 4 (Mo. 1997). The long-arm statute is satisfied where, as here, the defendant (a) transacted business within Missouri (RSMo. § 506.500.1(1)), (b) made a contract within Missouri (RSMo. § 506.500.1(2)), (c) contracted to insure a person, property or risk located within Missouri at the time of contracting, RSMo. § 506.500.1(5), or (d) committed tortious acts

² Magnetek made this same argument with respect to Solutia and New Monsanto in the New Jersey Action. The key difference between Magnetek on one hand, and Solutia and New Monsanto on the other, is that Solutia and New Monsanto are *not* successors-in-interest to Old Monsanto. Rather, Solutia and New Monsanto were created as separate corporate entities, and neither is the successor of Old Monsanto, which continues to exist as Pharmacia LLC. Solutia and New Monsanto received their rights relating to the SUA through assignment, which does not result in transfer of jurisdictional contacts. *See Purdue Research Found. v. Sanofi-Synthelabo, S.A.*, 338 F.3d 773, 783–84 (7th Cir. 2003).

producing actionable consequences in Missouri. *See* RSMo. § 506.500.1(3). While a defendant need have committed only one of the foregoing acts to support long-arm jurisdiction, Magnetek here committed ***all four*** of the identified acts.

a. Magnetek Made Multiple Contracts In Missouri.

“For purposes of the long-arm statute, a contract is made where acceptance occurs.” *Strobehn v. Mason*, 397 S.W.3d, 487 498 (Mo. Ct. App. 2013); *see also U.S. Durum Milling, Inc. v. Frescala Foods, Inc.*, 785 F. Supp. 1369, 1371–72 (E.D. Mo. 1992) (“A contract is made in Missouri if the final act which gives rise to a binding agreement occurs within this state.”) (citing *Shady Valley Park & Pool, Inc. v. Dimmic*, 576 S.W.2d 579, 580 (Mo. Ct. App. 1979)). Here, although UMC signed the SUA in New Jersey (*see* Pet., Ex. 2), the evidence clearly establishes that the final act creating the SUA—*i.e.*, Old Monsanto’s signature on the SUA—occurred in Missouri. *See* Kaley Aff., Ex. A (stating: “Thank you for signing and returning the ‘Special Undertaking By Purchasers of Polychlorinated Biphenyls’ document. ***It has now been signed by Monsanto and we are enclosing a copy for your files.***”) (emphasis added). UMC and Old Monsanto also entered into multiple sales contracts for the purchase of PCBs from Old Monsanto in Missouri. *See, e.g.* Kaley Aff., Ex. D. Because Magnetek entered into a the SUA and other contracts in Missouri, and this action arises out of those contracts, the long-arm statute is satisfied.

b. Magnetek Transacted Business In Missouri.

Missouri courts construe the “transaction of business” for purposes of Section 506.500.1(1) “broadly.” *State ex. rel. Newport v. Wiesman*, 627 S.W.2d 874, 876-77 (Mo. 1982); *Chromalloy Am. Corp.*, 955 S.W.2d at 4 (“We must construe broadly the ‘transaction of business’ element in the long arm statute so that ***even a single transaction*** may confer

jurisdiction, if that is the transaction that gives rise to the suit.”) (emphasis added). Here, UMC purchased millions of pounds of PCBs covered by the SUA from Old Monsanto in Missouri by calling sales representatives in Missouri and sending purchase orders into Missouri. Kaley Aff., Ex. B. Missouri courts have long held this kind of on-going and substantial business activity with a Missouri resident constitutes the “transaction of business” within the meaning of Section 506.500.1(1). *See, e.g., State ex rel. Nixon v. Beer Nuts, Ltd.*, 29 S.W.3d 828, 835 (Mo. Ct. App. 2000) (regularly soliciting customers in and from Missouri and maintaining commercial relationships within this state constitutes the transaction of business); *Chromalloy Am. Corp.*, 955 S.W.2d at 4-5 (negotiations to buy a Missouri business sufficient to constitute transaction of business). This action arises directly out of UMC’s purchases of PCB’s which trigger liability under the SUA. Thus, the long-arm statute is also satisfied because Magnetek transacted business within the State.

c. Magnetek Contracted To Insure A Person, Property, Or Risk Located Within Missouri At The Time Of Contracting.

When UMC entered into the SUA, it agreed to “defend, indemnify and hold harmless”—*i.e.*, “insure”—Old Monsanto “from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses . . . arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB’s by, through or under [UMC], whether alone or in combination with any other substance.” Pet., Ex. 1. There is no dispute that, at the time UMC entered into the SUA, Old Monsanto—the “person” UMC agreed to insure—was located in Missouri. Thus, UMC contracted to insure a person, property, or risk located within Missouri at the time of contracting under RSMo. § 506.500.1(5). Magnetek’s conclusory assertion that RSMo. § 506.500.1(5) “does not apply to non-insurers such as [Magnetek], or its predecessor UMC” (at p. 11) is completely unsupported. It is also

directly contrary to the plain language of the statute, which makes clear that Section 506.500.1 applies equally to everyone. *See* RSMo. § 506.500.1 (“***Any person or firm . . . or any corporation, who . . . does any of the act enumerated in in this section***, thereby submits such person, firm, or corporation . . . to the jurisdiction of the courts of this state as to any cause of action arising from the doing of any of such acts:”) (emphasis added). Thus, the long-arm statute also is satisfied because Magnetek contracted to insure a company in Missouri.

d. Magnetek Committed Tortious Acts Producing Actionable Consequences In Missouri.

Section 506.500.1(3) is broad and extends jurisdiction of Missouri courts to “[e]xtraterritorial acts that produce consequence in [Missouri].” *Bryant*, 310 S.W.3d at 232. Here, Plaintiffs’ Complaint alleges that Magnetek negligently misrepresented to Old Monsanto in Missouri that it would use the PCBs in closed applications such that PCBs would not escape Magnetek’s products and enter the environment, and that Magnetek negligently misrepresented to Old Monsanto in Missouri that the SUA was “covered by a blanket liability policy with the Travelers Insurance Company.” *See* Petition, ¶¶ 153-155, 160-62; *see also* Pet., Ex. 2. Magnetek’s misrepresentations were made to a company inside the State of Missouri, deceived a company inside the State of Missouri, and are causing harm to Plaintiffs within the state of Missouri. Plaintiffs have been sued in the State of Missouri and other jurisdictions for manufacturing PCBs for companies, including Magnetek, that released or permitted the release of those PCBs into the environment. *Id.*, ¶ 156-57, 166 & Ex. 3 (listing 27 of 46 lawsuits brought in Missouri). The allegations in the Petition are sufficient to demonstrate the commission of a tortious act within Missouri under RSMo. § 506.500.1(3) and to place Magnetek within the reach of Missouri’s long-arm statute. *See Bryant*, 310 S.W.3d at 232 (allegations that sending false and misleading documents into Missouri and misrepresenting or

concealing information via telephone, e-mail, and letter were sufficient to confer jurisdiction pursuant to Section 506.500.1(3)). Missouri's long-arm statute is satisfied for this additional reason.

3. Magnetek's Substantial Contacts With Missouri Relating to the SUA Are Sufficient Minimum Contacts To Satisfy Due Process.

This Court has specific personal jurisdiction over Magnetek for claims arising out of the SUA. "To evaluate whether a defendant's contact with [Missouri] satisfies due process, the court considers whether the defendant purposefully avails itself of the privilege of conducting activities within [Missouri] such that the defendant enjoys the protections of [Missouri] laws and, therefore, should reasonably anticipate being haled into court in [Missouri]." *Andra v. Left Gate Property Holding, Inc.*, 453 S.W.3d 216, 225 (Mo. 2015).³ Importantly, the Supreme Court has made clear that "the commission of some single or occasional acts of the corporate agent in a state may sometimes be enough to subject the corporation to jurisdiction in that State's tribunals with respect to suits relating to that in-state activity." *Daimler AG*, 134 S.Ct. at 754 (citing *International Shoe Co. v. Washington*, 326 U.S. 310, 317-18 (1945)); *see also Bryant*, 310 S.W.3d at 233 ("In some cases, single or isolated acts by a defendant in a state, because of their nature and quality and the circumstances of their commission, provide sufficient minimum contacts to support jurisdiction for liability arising from those acts.").

Plaintiffs' claims in this suit arise directly out of Magnetek's breach of the SUA, UMC's purchases of millions of pounds of PCBs from Old Monsanto that was based in Missouri, and UMC's negligent misrepresentations made in Missouri that have resulted in harm being sustained in Missouri. The totality of these and other suit-related contacts discussed below

³ The Supreme Court of Missouri has expressly rejected the "five-factor test" cited by Defendant (at p. 14) and instead emphasized that that "a personal jurisdiction inquiry must not be mechanical." *Id.* at 227 n. 9; *see also Bryant*, 310 S.W.3d at 233 n. 4.

between UMC—which are imputed to Magnetek as UMC’s corporate successor—is more than sufficient to satisfy due process and comply with traditional notions of fair play and substantial justice.

- a. *Magnetek Entered Into The Contract At Issue In Missouri And It Requires Magnetek To Defend And Indemnify A Missouri Company Relating To PCBs Magnetek Purchased In Missouri.*

This case seeks *inter alia* to enforce Plaintiffs’ rights in the SUA. The SUA is a defense and indemnification contract made in Missouri between Old Monsanto and UMC relating to UMC’s purchase of PCBs from Old Monsanto. *See Kaley Aff.*, Ex. A; Pet., Ex. 1; *Strobehn*, 397 S.W.3d at 498-99. Magnetek’s execution of the SUA in Missouri, Magnetek’s conduct in connection with the SUA in Missouri, the parties’ course of dealing relating to the SUA and the PCBs purchased by Magnetek in Missouri, the terms and foreseeable future consequences of the SUA in Missouri, and Magnetek’s commission of a tort relating to its execution of the SUA, which caused harm in Missouri, taken together, establish sufficient minimum contacts with the State of Missouri for this Court to exercise specific personal jurisdiction over Magnetek for claims arising out of those contacts. *See Peoples Bank v. Frazee*, 318 S.W.3d 121, 129-30 (Mo. 2010) (“Prior negotiations and ‘contemplated future consequences,’ as well as the terms of the contract and the parties’ course of dealings, are all factors that must be evaluated in determining ‘whether the defendant purposefully established minimum contacts within [Missouri].’”) (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 479 (1985)); *Andra*, 453 S.W.3d at 230 (same).

UMC was one of the largest purchasers and users of PCBs manufactured by Old Monsanto. Old Monsanto’s records reflect that UMC purchased 11,918,600 pounds of PCBs covered by the SUA from Old Monsanto in Missouri between 1972 and 1977. *See Kaley Aff.*,

Ex. B. These purchases were made pursuant to certain written sales contracts, which were made in Missouri and are “governed and construed in accordance with the laws of the State of Missouri.” *See* Kaley Aff., Ex. D. UMC ordered PCBs pursuant to those Missouri sales contracts by calling Old Monsanto’s sales representatives located in Missouri and/or by sending purchase orders to Old Monsanto in Missouri. *See* Kaley Aff., Ex. C. Old Monsanto accepted and processed UMC’s orders for PCBs in Missouri. *See* Kaley Aff., Ex. C-D.

The nature and terms of the SUA also create a substantial connection with Missouri such that Magnetek could reasonably anticipate being haled into Court in Missouri. The plain language of the SUA makes clear that it was signed by UMC in order to induce Old Monsanto to continue to sell PCBs to UMC. *See* Pet., Ex. 1 (“[Old] Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB’s, including the receipt of undertakings from its customers as set forth below, and [Magnetek] is willing to agree to such undertakings with respect to sales and/or deliveries of PCB’s by [Old] Monsanto to [Magnetek].”). UMC’s inducement of Old Monsanto is an intentional contact with Missouri sufficient to satisfy due process. *See Peoples Bank*, 318 S.W.3d at 130-31 (“[T]he fact that Mr. Frazee’s execution of the guaranty induced Peoples Bank to extend credit to Stephen and Jennifer and Mr. Frazee’s active role in the process is sufficient to justify an exercise of personal jurisdiction over the non-resident guarantor.”).

The “contemplated future consequences” of the SUA also provide a basis for satisfying due process. Under the SUA, UMC agreed to “defend, indemnify, and hold harmless [Old] Monsanto . . . from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses . . . arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB’s by, through or under [Magnetek],

whether alone or in combination with any other substance.” Pet, Ex. 1. There is no question that UMC knew, at the time it signed the SUA, that Old Monsanto was located in Missouri. *See, e.g.*, Kaley Aff., Exs. A, C-D; Pet., Ex. 2. It is, therefore, reasonable to conclude that UMC knew—at the time it signed the SUA and agreed to defend and indemnify Old Monsanto relating to the PCBs it purchased—that it could be required to defend and indemnify Old Monsanto under the SUA in Missouri. These continuing obligations and future consequences constitute intentional contacts with Missouri. *See Andra*, 453 S.W.3d at 230-31 (representations and warranties regarding a motor vehicle created continuing obligations between the out-of-state defendant and the Missouri plaintiff making it reasonable to conclude that the defendant knew the vehicle would be repaired in Missouri was intentional contacts with Missouri for due process analysis).

b. Defendant Communicated With Old Monsanto In Missouri Regarding Alleged Insurance Covering UMC’s Obligations Under The SUA.

In a letter dated January 7, 1972, the President of UMC sent a letter to Old Monsanto *in Missouri* representing that UMC’s continuing defense and indemnity obligations under the SUA were “covered by a blanket liability policy with the Travelers Insurance Company having limits of 10 million dollars.” Pet., Ex. 2; Kaley Aff., Ex. F. On January 17, 1972 the insurance manager for UMC’s then parent company, Northwest Industries, Inc., sent a letter to Old Monsanto *in Missouri* providing a “Certificate of Insurance” “[i]n furtherance of the undertaking between [Old Monsanto] and our Universal Manufacturing Corporation.” Kaley Aff., Ex. I. UMC and Northwest Industries, Inc. sent additional communication regarding this alleged insurance coverage to Old Monsanto *in Missouri* between January 7, 1972 and May 31, 1977 including at least three letters sent by UMC to Old Monsanto in Missouri (*see* Kaley Aff., Ex. H), three letters sent by Northwest Industries, Inc. to Old Monsanto in Missouri (*see* Kaley Aff.,

Ex. I), and various Certificates of Insurance issued to Old Monsanto every year from 1972 to 1977. *See* Kaley Aff., Ex. G. Old Monsanto received and processed the letters from UMC and Northwest Industries, Inc., and the Certificates of Insurance, in Missouri. *See* Kaley Aff., Exs. H-I, J. These communications with Old Monsanto in Missouri satisfy due process because they were made with the intention of furthering the SUA and UMC's continued purchases of PCBs from Old Monsanto, out of which this lawsuit arises. *See Andra*, 453 S.W.3d at 230 (mailing purchase order and federal buyer's guide in order to obtain buyer's signature on legal documents from Missouri were made with the intention of furthering the purchase).⁴

c. Magnetek Rejected Plaintiffs' Tender And Thereby Breached The SUA In Missouri.

Counsel for Plaintiffs and Magnetek have also had multiple communications regarding Magnetek's obligations to defend and indemnify Old Monsanto pursuant to the SUA. *See* Hohn Aff., Exs. Q-V. These communications include multiple letters sent by counsel for Plaintiffs to Magnetek (*see* Hohn Aff., Exs. Q, S, T), and a letter sent by counsel for Magnetek to counsel for Plaintiffs in Missouri rejecting Plaintiffs' tender of defense and demand for indemnification under the SUA. *See* Hohn Aff., Ex. R.

d. UMC Committed Tortious Acts In Missouri With Effects Directed And Felt In Missouri.

This lawsuit also seeks to recover for Plaintiffs' negligence and negligent misrepresentations. Plaintiffs allege that UMC committed tortious acts inside and outside Missouri—*e.g.*, made material misrepresentations regarding use of PCBs and insurance coverage for obligations under the SUA to Old Monsanto in Missouri—that induced Old Monsanto to sell

⁴ UMC also communicated with Old Monsanto regarding changes in Connecticut law regarding use of PCBs, with regard to preparing for testimony concerning the EPA's proposed PCB effluent standards, and with regard to Old Monsanto's letter to the editor of *Business Week* regarding PCBs. *See* Kaley Aff., Ex. O.

UMC PCBs and led to Old Monsanto being sued in Missouri and elsewhere related to the PCBs sold to UMC. *See* Petition, ¶¶ 153-57, 160-62, 166; *see also* Pet., Ex. 3; Kaley Aff., Ex. F. This tortious conduct by UMC is directly analogous to the conduct that the Supreme Court of Missouri found “presents a ready example of facts supporting specific jurisdiction” in *Bryant*, and, along with UMC’s numerous other contacts with Missouri regarding the purchase of PCBs, is sufficient to satisfy due process. *See Bryant*, 310 S.W.3d at 235 (documents containing material misrepresentations or fraudulent omissions about fees, commissions, and costs that were mailed to Missouri resident along with other related communication and physical presence in Missouri sufficient to satisfy due process).

e. UMC Was Physically Present In Missouri Relating to PCBs Purchased Pursuant To The SUA.

On September 16, 1970, Glen Rayno of UMC visited Old Monsanto in Missouri regarding PCBs. *See* Kaley Aff., Ex. K. On February 28, 1974, UMC’s Vice President, N. Ray Clark attended a meeting in Missouri at Old Monsanto’s headquarters regarding PCBs. *See* Kaley Aff., Ex. L. The minutes of the meeting, which were sent to Mr. Clark after the meeting, reflect that Mr. Clark participated in the meeting. *See id.* Mr. Clark also attended the International Dielectrics Symposium put on by Old Monsanto in St. Louis, Missouri on September 23, 1974. *See* Kaley Aff., Ex. M. These visits to Missouri relate to the PCBs UMC purchased from Old Monsanto pursuant to the SUA.⁵

Physical presence in Missouri is the hallmark of due process. *See Burnham v. Superior Court of California, County of Marin*, 495 U.S. 604, 619 (1990) (“The short of the matter is that

⁵ Mr. Clark was also present in Missouri at Old Monsanto’s facilities in November 1971. *See* Kaley Aff., Ex. N (“As a follow-up to our conversations of November 11 in St. Louis . . .”). The November 1971 meeting related to Old Monsanto’s purchase of certain capacitors from UMC, which Old Monsanto used to test its PCBs. *See id.* Old Monsanto’s records reflect that UMC sent three shipments of capacitors—some of which were impregnated with PCBs purchased from Old Monsanto—to Old Monsanto in Missouri pursuant to purchase orders from Old Monsanto. *See* Kaley Aff., Ex. E.

jurisdiction based on physical presence...constitutes due process because it is one of the continuing traditions of our legal system that define the due process standard of ‘traditional notions of fair play and substantial justice.’ That standard was developed by *analogy* to ‘physical presence,’ and it would be perverse to say it could now be turned against that touchstone of jurisdiction.”) (emphasis in original); *Andra*, 453 S.W.3d at 226 (noting the existence of a “traditional territorial basis such as a defendant’s physical presence in the forum state” which permits the exercise of personal jurisdiction); *Bryant*, 310 S.W.3d at 232 (same).

f. Magnetek’s Due Process Analysis Should Be Rejected.

The decisions Magnetek cites and relies on to support its argument that it did not “engage[] in the type of activity purposefully directed to Missouri that would amount to minimum contacts sufficient to satisfy due process” (*see* MTD, pp. 14-17) are easily distinguishable. This case involves much more than the “unilateral performance” of a contract for the sale of goods found insufficient to satisfy due process by the Eighth Circuit in *Mountaire Feeds, Inc.* (*see Mountaire Feeds, Inc. v. Agro Impex, S.A.*, 677 F.2d 651, 655 (8th Cir. 1982)), or the sporadic communication into Missouri relating to a non-Missouri contract found insufficient to satisfy due process in *Vetrotex*, *CPC-Rexcell*, *Institutional Marketing*, *Scullin Steel*, and *T.S.E. Supply Co.* Magnetek’s contacts with Missouri in this case—e.g., entering into a contract in Missouri to defend and indemnify a Missouri corporation, purchasing millions of pounds of PCBs from Old Monsanto by sending purchase orders into Missouri, and making negligent misrepresentations to Old Monsanto in Missouri—are also far more substantial than the choice of law provision in a non-Missouri contract, sporadic e-mails and phone calls into Missouri, and payment of money into Missouri found insufficient to satisfy due process by the

Eastern District of Missouri in *Cepia*. See *Cepia, LLC v. Universal Pictures Visual Programming Limited*, 177 F. Supp. 3d 1129, 1148 (E.D. Mo. 2016).

Magnetek’s due process argument—which does not address the nature, quantity, or quality of Magnetek’s substantial, suit-related contacts with Missouri—is exactly the type of mechanical application of the minimum contacts analysis the Supreme Court of Missouri has repeatedly said should not be followed. See *Chromalloy Am. Corp.*, 955 S.W.2d at 5 (“This minimum contacts test is not susceptible of mechanical application; rather, the facts of each case must be weighed to determine whether the requisite affiliating circumstances are present.”); *Bryant*, 310 S.W.3d at 232 (the personal jurisdiction inquiry “cannot be simply mechanical or quantitative”) (internal quotations omitted); *Peoples Bank*, 318 S.W.3d at 130 (the minimum contacts “due process analysis is a multifaceted, fact-specific inquiry, and never a mechanical application of rules”); see also *International Shoe Co.*, 326 U.S. at 319 (“It is evident that the criteria by which we mark the boundary line between those activities which justify the subjection of a corporation to suit, and those which do not, cannot be simply mechanical or quantitative...[instead] [w]hether due process is satisfied must depend rather upon the quality and nature of the activity in relation to the fair and orderly administration of the laws which it was the purpose of the due process clause to insure.”).

When viewed in total, Magnetek’s suit-related contacts with Missouri are substantial and establish that Magnetek purposefully availed itself of the privilege of conducting activities in Missouri such that “the maintenance of the suit does not offend traditional notions of fair play and substantial justice”—i.e., it comports with due process. *Int’l Shoe Co.*, 326 U.S. at 316. Magnetek executed the SUA in Missouri agreeing to defend and indemnify a Missouri corporation; Magnetek purchased millions of pounds of PCBs pursuant to the SUA and purchase

agreements entered into with Old Monsanto in Missouri; Magnetek communicated with Old Monsanto regarding the SUA and PCBs in Missouri; Magnetek was physically present in Missouri relating to its purchase of PCBs from Old Monsanto; and Magnetek committed a tort relating to its execution of the SUA, which caused harm in Missouri. These contacts are not “random,” “fortuitous,” or “attenuated.” *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985). Rather, they are the result of Magnetek’s deliberate and intentional engagement of significant activity within the State of Missouri and have created continuing obligations between Magnetek and Plaintiffs in the State of Missouri. *Id.*

This conclusion is supported by the Supreme Court of Missouri’s decisions in *Andra*, *Bryant*, *Chromalloy*, and *Peoples Bank* as discussed above. It is also consistent with decisions from the United States Supreme Court. For example, the facts of this case are very similar to *Burger King Corp.*, where the Supreme Court held that a defendant with no physical ties to Florida was subject to specific personal jurisdiction in Florida based on a franchise agreement negotiated with a Florida corporation that resulted in a long-term relationship and eventually ended with the defendant breaching the contract thereby causing foreseeable injuries to the Florida corporation in Florida. *See Burger King Corp.*, 471 U.S. at 480 (“This reasoning overlooks substantial record evidence indicating that [the defendant] most certainly knew that he was affiliating himself with an enterprise based primarily in Florida Moreover, the parties’ actual course of dealing repeatedly confirmed that decision making authority was vested in the Miami headquarters”); *see also International Shoe Co.*, 326 U.S. at 320 (specific personal jurisdiction over out-of-state defendant in Washington where the defendant’s activities in Washington “resulted in a large volume of interstate business”). Based upon the nature, quality

and quantity of suit-related contacts by Magnetek in Missouri, there are unquestionably sufficient minimum contacts to satisfy due process.

g. Exercise Of Personal Jurisdiction Over Magnetek Is Reasonable.

“[A] defendant with minimum contacts to [Missouri] has the burden to present a compelling case that the presence of some other considerations would render jurisdiction unreasonable.” *Andra*, 453 S.W.3d at 233 (quoting *Burger King*, 471 U.S. at 477). The exercise of personal jurisdiction over Magnetek is only unreasonable “if it makes litigation so gravely difficult and inconvenient that [Magnetek] unfairly is at a severe disadvantage in comparison to [Plaintiffs].” *Id.* (quoting *Burger King*, 471 U.S. at 478). “The burden on the defendant largely involves the foreseeability of defending a lawsuit in [Missouri].” *Peoples Bank*, 318 S.W.3d at 132. “The foreseeability of defending a lawsuit can be construed as ‘contemplated future consequences’ of a contract.” *Id.* (quoting *Burger King*, 471 U.S. at 479).

Magnetek has not established any basis—much less a compelling basis—for this Court to determine that litigating this dispute in Missouri would place it at a severe disadvantage. There is no question that Missouri has a significant interest in adjudicating this dispute, which is brought by Missouri citizens relating to a Missouri contract requiring Magnetek to defend and indemnify Old Monsanto in cases filed in Missouri courts. Magnetek’s arguments regarding the New Jersey Action should be rejected for the reasons discussed in Section B below—most importantly there is no jurisdiction over Solutia and New Monsanto in New Jersey and Plaintiffs are the rightful plaintiffs who are seeking significant damages from Magnetek for breach of a Missouri contract and other claims. Finally, the fact that documents and witnesses related to UMC’s use of PCBs may be physically located outside Missouri, or that some action relating to UMC’s liability to Plaintiffs occurred in New Jersey, does not disadvantage Magnetek in this

litigation, which concerns, among other things, Magnetek’s contractual obligations to defend and indemnify Old Monsanto. To the extent those documents, witnesses, and conduct are relevant, they can, like in any other modern litigation, be obtained, investigated, and/or interviewed/deposed with minimal inconvenience to the parties.

In short, “[t]here is nothing unfair in requiring a defendant with minimum contacts in Missouri that has benefit from large-scale commercial transactions in Missouri to defend claims in Missouri that arise from these business transactions.” *Andra*, 453 S.W.3d at 234. Nor is it unreasonable to require Magnetek, who should have known that it was subjecting itself to possible litigation in Missouri by agreeing to defend and indemnify a Missouri company relating to products purchased in Missouri, to defend a lawsuit to enforce that agreement in Missouri. *See Peoples Bank*, 318 S.W.3d at 133 (finding jurisdiction over out of state guarantor reasonable because guarantor “should have contemplated the potential future consequences in Oklahoma and the possibility of being haled into an Oklahoma court to defend a lawsuit if the loan was called”).

4. Alternatively, The Court Should Allow Jurisdictional Discovery.

The Supreme Court of Missouri has made clear that discovery can be “used to inquire into facts relating to jurisdiction of the Court over the person of the defendant.” *State ex rel. Deere & Co. v. Pinnell*, 454 S.W.2d 889, 894 (Mo. 1970). Here, Plaintiffs have provided more than sufficient facts to support the exercise of specific personal jurisdiction over Magnetek. To the extent there is any question, however, the Court should allow jurisdictional discovery relating to Magnetek’s contacts with the State of Missouri. This is the same procedure adopted by the Court in the New Jersey Action (at Magnetek’s request), will not prejudice Magnetek, and is “consistent with the standards of fair play and substantive justice.” *Id.*

B. This Court Should Not Exercise Its Discretion To Dismiss Or Stay This Case In Favor Of The New Jersey Action.

The Court should not exercise its discretion to dismiss or stay these proceedings in favor of the New Jersey Action because (i) the New Jersey Action is due to be dismissed because the New Jersey Court lacks personal jurisdiction over New Monsanto and Solutia, both of whom are indispensable parties to the litigation, and (ii) Plaintiffs—who are the rightful plaintiffs and are seeking significant damages from Magnetek for breach of a Missouri contract and other claims—should not be denied their preferred forum simply because Magnetek filed a preemptory, “placeholder” declaratory judgment case first in New Jersey.

The New Jersey Action and this case are not the same. This case is a multi-count lawsuit seeking to affirmatively enforce the SUA against Magnetek and to recover substantial damages from Magnetek for breach of the SUA and related tortious conduct occurring in Missouri. By contrast, the New Jersey Action is a preemptory, declaratory judgment suit seeking to establish that the SUA is unenforceable—i.e., a suit seeking to obtain favorable rulings on purported defenses to Plaintiffs’ claims in this suit. As explained above, the New Jersey Action is due to be dismissed because New Monsanto and Solutia—who are indispensable parties to the litigation—are not subject to personal jurisdiction in New Jersey. Thus, in order to obtain the same relief in the New Jersey Action that they can obtain here, New Monsanto and Solutia would have to consent to personal jurisdiction in New Jersey, and Plaintiffs would have to assert a counterclaim. This Court should not exercise its discretion to dismiss or stay this case—where all parties are subject to personal jurisdiction and where all claims and defenses can be adjudicated together—in favor of a case that is going to be dismissed.

Plaintiffs—the natural plaintiffs in this dispute—also should not be deprived of their right to litigate Magnetek’s liability under the SUA in the forum of their choosing simply because

Magnetek filed a preemptive declaratory judgment lawsuit first in New Jersey. *See, e.g., BASF Corp. v. Symington*, 50 F.3d 555, 558 (8th Cir. 1995) (“It is our view that where a declaratory plaintiff raises chiefly an affirmative defense, and it appears that granting relief could effectively deny an allegedly injured party its otherwise legitimate choice of the forum and time for suit, no declaratory judgment should issue.”); *Clockwork Home Servs., Inc. v. Robinson*, 423 F.Supp.2d 984, 992-93 (E.D. Mo. 2006) (dismissing declaratory judgment suit where defendant preemptively filed in a race to the courthouse); *AmSouth Bank v. Dale*, 386 F.3d 763, 788 (6th Cir. 2004) (“Courts take a dim view of declaratory plaintiffs who file their suits mere days or weeks before the coercive suits filed by a ‘natural plaintiff’ and who seem to have done so for the purpose of acquiring a favorable forum. Allowing declaratory actions in these situations can deter settlement negotiations and encourage races to the courthouse, as potential plaintiffs must file before approaching defendants for settlement negotiations, under pain of a declaratory suit.”); *Digitrax Entm’t, LLC v. Universal Music Corp.*, 21 F.Supp.3d 917, 923 (E.D. Tenn. 2014) (dismissing first-filed declaratory judgment suit where the parties were engaged in pre-litigation settlement discussions on the basis that the filing party “engaged in forum shopping and procedural fencing, if not bad faith” in an effort to “secure its preferred forum”); *Eli’s Chicago Finest, Inc. v. Cheesecake Factory, Inc.*, 23 F.Supp.2d 906, 909 (N.D. Ill. 1998) (dismissing first-filed declaratory judgment lawsuit that was filed after accusation of trademark infringement “in hopes of securing a favorable forum”). This is especially true given that Missouri case law—which applies to the SUA regardless of where this case is litigated—supports the enforceability of the SUA and rejects some of the very same arguments Magnetek advances in the New Jersey Action. *See, e.g., Gould Electrs., Inc.*, 965 S.W.2d at 314-18.

The decisions cited and relied on by Magnetek are easily distinguishable. In *Hale*, the respondent had already obtained judgment—an award for past due child support—in Oklahoma when the appellant filed his motion to modify in Missouri requesting, in part, that the Missouri court extinguish any and all past due child support. See *Hale v. Hale*, 781 S.W. 2d 815, 817 (Mo. Ct. App. 1989). The appellant’s claims in the Missouri action were also defenses to the issue pending in Oklahoma, which is the opposite to the situation in this case. See *id.* at 820. In *Grey*, the court found no error in the Missouri court refusing to recognize the judgment of the Canadian court under rules of comity because, unlike here, the issues were “exactly the same” and there was no reason alleged why “full and complete justice could not be secured in the Missouri court.” See *Grey v. Independent Orders of Foresters*, 196 S.W. 779, 784 (Mo. Ct. App. 1917). Finally, the *Jewell* decision is distinguishable because there, unlike here, the same party filed both divorce suits and only sought to avoid the first-filed Missouri action and the jurisdiction of Missouri courts after the Missouri Court rendered judgment against him and in favor of the defendant. See *Jewell v. Jewell*, 484 S.W. 2d 668, 674 (Mo. Ct. App. 1972).⁶

Magnetek’s contention that the New Jersey Action should take precedence over this action because “it is also at a more advanced stage” (at p. 8) is also unavailing. The two cases are at essentially the same “stage” of litigation—i.e., determination of whether the courts have jurisdiction to proceed. Indeed, although the New Jersey Court denied Plaintiffs’ motions to dismiss, it did so without prejudice, so that a more “robust record” regarding New Monsanto and Solutia’s contacts with New Jersey could be developed in order for the Court to determine

⁶ Defendant also cites *Cutten* and *Jones* in a string cite. See MTD, p. 8. The *Cutten* case is distinguishable in that it involved two identical actions, which, as explained above, is not the case here. See *Cutten v. Latshaw*, 344 S.W. 2d 257, 258 (Mo. Ct. App. 1961). The *Jones* case states the rule discussed above—that a second action should be stayed only where the plaintiff can obtain complete and full relief in the first filed jurisdiction—and allows a second filed divorce action to proceed. See *State ex rel Miller v. Jones*, 349 S.W.2d 534, 539-40 (Mo. Ct. App. 1961).

whether New Monsanto and Solutia are subject to personal jurisdiction in New Jersey. *See Lema Aff.*, Exs. C-D. Because jurisdiction in this Court is clear, this Court is likely to be at a more advanced stage of proceedings as soon as it resolves the instant motion. General discovery is not—as Magnetek suggests—“underway” in the New Jersey Action; only jurisdictional discovery is underway.

C. Plaintiffs’ Negligent Misrepresentation Claim Is Sufficiently Pleaded.

Finally, the Court should also deny Magnetek’s motion to dismiss Plaintiffs’ negligent misrepresentation claim. Magnetek argue Plaintiffs’ negligent misrepresentation claim is insufficiently pleaded because the Petition “fail[s] to allege any facts to support the assertion that UMC was negligent in stating that it intended to use the PCBs for closed uses and that it would procure liability insurance to cover the Special Undertaking.” MTD, p. 20. Not so. Plaintiffs have adequately alleged facts supporting both of UMC’s negligent misrepresentations.

The Petition specifically alleges that, contrary to UMC’s express representations to Old Monsanto, PCBs purchased from Old Monsanto by UMC were released into the environment by UMC through a variety of ways, including via improper disposal and dumping of its PCB products, leaks, accidental spills, and other means—*i.e.*, the PCBs purchased by UMC were not used solely for “closed uses such that PCBs would not escape Defendant’s products and enter the environment.” *See* Petition, ¶¶ 54-56 (incorporated into Count VI via Paragraph 159). These allegations are consistent with the findings of fact made by the court in *Fruit of the Loom, Inc.*

The Petition also alleges that UMC’s representation that the SUA “will be covered by a blanket liability policy with the Travelers Insurance Company having limits of 10 million dollars” is false because that coverage either does not exist or has been released. *See* Pet., ¶ 163. Magnetek misunderstands Plaintiffs’ claim when it argues it “did not negligently make a false

statement with respect to its *procurement* of insurance coverage.” MTD, pp. 20-21 (emphasis added). Magnetek’s representation to Monsanto was not merely that it would “procure” insurance coverage, but rather that Magnetek’s defense and indemnity obligations under the SUA “**will be covered**” by that policy. *See* Pet., Ex. 2 (emphasis added); *see also* Pet., ¶ 161. The mere fact that Magnetek obtained an insurance policy does not mean the policy actually covers Magnetek’s obligations under the SUA. This much is clear from the ongoing litigation between Magnetek and Travelers wherein Travelers alleges that the alleged insurance policy either does not cover the SUA or has been released by Magnetek. *See* Pet., ¶ 163; *see also* *Magnetek, Inc. v. The Travelers Indemnity Co., et al.*, Case No. 1:17-CV-3173-RWG-SEC, ECF No. 32 (N.D. Ill. Jan. 5, 2018) (“There is no coverage under the Travelers Policies for the Underlying Claims because Magnetek never obtained, or it waived, any insurance rights under the Travelers Policies.”).

Magnetek’s final attack—that Plaintiffs’ negligent misrepresentation claim fails because Plaintiffs “do not allege that UMC made these alleged misrepresentations with a present intent not to perform”—is flat wrong. Plaintiffs have not asserted a claim for intentional or fraudulent misrepresentation. And, the Supreme Court of Missouri has made clear that “[a] claim for negligent misrepresentation, unlike one for fraud, **does not involve a question of intent.**” *Renaissance Leasing, LLC v. Vermeer Mfg. Co.*, 322 S.W.3d 112, 134 (Mo. 2010) (emphasis added). “Rather, such a claim is premised on the theory that the speaker believed the information supplied was correct but was negligent in so believing.” *Id.* That is precisely what Plaintiffs allege happened here in support of their claim for negligent misrepresentation. *See* Pet., ¶ 162 (alleging the “information supplied by Defendant to [Old Monsanto] was false due to Defendant’s **failure to exercise reasonable care.**”) (emphasis added).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs Monsanto Company, Pharmacia, LLC, and Solutia, Inc. respectfully request that the Court deny Defendant Magnetek, Inc.'s Motion to Dismiss or Stay. Alternatively, Plaintiffs request that the Court grant leave to serve limited jurisdictional discovery regarding Defendant's extensive contacts with Missouri.

Respectfully Submitted,

THOMPSON COBURN LLP

By: /s/ Christopher M. Hohn

John R. Musgrave #20358

Christopher M. Hohn #44124

A. Elizabeth Blackwell #50270

Susan L. Werstak, #55689

David M. Mangian #61728

One U.S. Bank Plaza

St. Louis, Missouri 63101

(314) 552-6000 (telephone)

(314) 552-7000 (facsimile)

Email: jmusgrave@thompsoncoburn.com

Email: chohn@thompsoncoburn.com

Email: ebblackwell@thompsoncoburn.com

Email: swerstak@thompsoncoburn.com

Email: dmangian@thompsoncoburn.com

CERTIFICATE OF SERVICE

I hereby certify that on January 19, 2018, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system to all counsel of record.

/s/ Christopher M. Hohn

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MONSANTO COMPANY,)	
PHARMACIA, LLC, and)	
SOLUTIA, INC.)	
)	
Plaintiffs,)	Cause No. 17SL-CC03368
)	
v.)	
)	
MAGNETEK, INC.)	
)	
Defendant.)	

Affidavit of Robert G. Kaley, II

I, Robert G. Kaley, II Ph.D., am of sound mind and do hereby declare:

1. I hold a Ph.D. in analytical chemistry from the University of Illinois. I was employed by the former Monsanto Company, n/k/a Pharmacia LLC (hereafter “Old Monsanto”) from 1973 until September 1997. For approximately 15 years, I served as Director of Environmental Affairs for Old Monsanto focusing on product stewardship, regulatory affairs, and technical litigation support for legacy chemicals, including for polychlorinated biphenyls (PCBs). Prior to that, I spent approximately ten years with Old Monsanto working on the analysis of environmental chemicals by gas chromatography/mass spectrometry.

2. From the time of the “spin-off” of certain past and present chemical businesses of Old Monsanto effective September 1, 1997, I was employed by Solutia, Inc. until the time of my retirement from Solutia in August 2003. Since my retirement from Solutia, I have consulted on behalf of Old Monsanto and Solutia, including at the request of the current Monsanto Company.

3. During my employment with Old Monsanto and thereafter, I became familiar with Old Monsanto’s business records relating to PCBs: (a) made and created by Old Monsanto in the ordinary course of its business; and (b) obtained from related parties and third parties as those records are kept by the current Monsanto Company in its files in the ordinary course of its business in relation to PCBs.

4. The attached Exhibits A through N are true and accurate copies made or received at or near the date the documents bear, have been kept in the course of Old Monsanto's regularly conducted activity, and were made or received as a regular practice in the course of Old Monsanto's regularly conducted activity. Moreover, Exhibits A through N were made by, or from information transmitted by, a person with knowledge of the matters contained therein.

- a. Attached as Exhibit A is a true and accurate copy of a Monsanto document titled "Special Undertaking by Purchasers of Polychlorinated Biphenyls" accompanied by a letter dated February 7, 1972 from H. S. Bergen, Jr. of Old Monsanto to P. H. Einhorn of Universal Manufacturing Corporation ("UMC").
- b. Attached as Exhibit B are true and accurate copies of Old Monsanto sales reports showing sales of Aroclor products to UMC from 1972 to 1977.
- c. Attached as Exhibit C are true and accurate copies of three Purchase Orders from the Capacitor Division of UMC dated November 26, 1975, July 15, 1976, and April 29, 1977, for the purchase of Aroclor products that were sent to Old Monsanto in St. Louis, Missouri.
- d. Attached as Exhibit D are true and accurate copies of 28 Old Monsanto Invoices to UMC for the purchase of Aroclor products between January 7, 1972 to April 20, 1973.
- e. Attached as Exhibit E are true and accurate copies of a group of correspondence, purchase orders, and an invoice dating from February 9, 1970 to October 6, 1975, regarding UMC's shipments of capacitors impregnated with PCBs to Old Monsanto in St. Louis, Missouri.
- f. Attached as Exhibit F is a true and accurate copy of a January 7, 1972 letter from UMC's Paul H. Einhorn to Old Monsanto's H.S. Bergen regarding a blanket liability policy taken out by UMC through Travelers Insurance Company ("Travelers") to cover the SUA.
- g. Attached as Exhibit G are true and accurate copies of Six Certificates of Insurance dated January 17, 1972 to September 15, 1977 issued to Old Monsanto by Travelers.

- h. Attached as Exhibit H are true and accurate copies of three letters from UMC to Old Monsanto dated September 26, 1974, September 23, 1976, and May 31, 1977 regarding UMC's Certificates of Insurance.
- i. Attached as Exhibit I are true and accurate copies of four letters from Northwest Industries, Inc. to Old Monsanto dated January 17, 1972, September 22, 1972, September 2, 1977, and September 12, 1977 regarding UMC's Certificates of Insurance.
- j. Attached as Exhibit J are true and accurate copies of three letters from Monsanto to UMC's President Paul H. Einhorn requesting updated Certificates of Insurance for Monsanto's records dated September 1, 1976, March 24, 1977, and August 2, 1977.
- k. Attached as Exhibit K, is a true and accurate copy of a letter dated September 16, 1970 from Old Monsanto to Glen Rayno at UMC regarding a September 1970 visit to Old Monsanto by Glen Rayno of UMC to discuss PCBs.
- l. Attached as Exhibit L is a true and accurate copy of a February 25, 1974 letter from Old Monsanto to UMC's Vice President, N. Ray Clark confirming Mr. Clark's attendance at a February 28, 1974 meeting at Old Monsanto's Missouri headquarters regarding PCBs; a March 7, 1974 letter from Old Monsanto to UMC's Vice President, N. Ray Clark thanking Mr. Clark for attending a meeting regarding PCBs at Old Monsanto's Missouri headquarters on February 28, 1974; and the Minutes of Meeting on Proposed PCB Effluent Standards dated February 28, 1974.
- m. Attached as Exhibit M is a true and accurate copy of UMC's Vice President, N. Ray Clark's confirmation that he would attend the Dielectrics Symposium put on by Old Monsanto in St. Louis, Missouri on September 23, 1974, regarding PCBs.
- n. Attached as Exhibit N is a true and accurate copy of a letter dated December 17, 1971 from UMC's Vice President, N. Ray Clark to Old Monsanto in Missouri regarding a November 11, 1971 meeting in St. Louis, Missouri related to Old Monsanto's purchase of certain capacitors from UMC, which Old Monsanto used to test its PCBs.

- o. Attached as Exhibit O is a true and accurate copy of three letters dated June 22, 1976, August 24, 1976, and September 16, 1976, from UMC to Old Monsanto in St. Louis, Missouri regarding PCBs.
- p. Attached as Exhibit P is a true and accurate copy of four letters dated October 4, 1976 from Old Monsanto to various UMC employees regarding Old Monsanto's decision to cease manufacture of PCBs effective August 31, 1977.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 18, 2018.

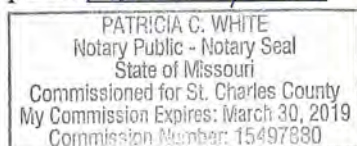

Robert G. Kaley, II Ph.D.

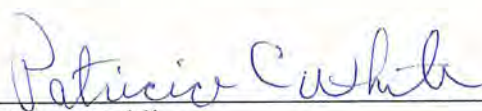
STATE OF MISSOURI)
) SS
CITY OF SAINT LOUIS)

On the 18th day of January, 2018, before me personally appeared Robert G. Kaley, II Ph.D. to me known to be the person described in and who executed the foregoing Affidavit and who did state that the averments contained therein are true and correct to the best of his knowledge and that he executed the Affidavit of his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

My term expires: March 30, 2019




Notary Public

February 7, 1972

Mr. Paul H. Einhorn, President
Universal Manufacturing Corp. *(Electronic Components)*
29-51 East Sixth Street *Subsidiary Northrup Industries*
Paterson, New Jersey 07509

Dear Mr. Einhorn:

Thank you for signing and returning the "Special Undertaking By Purchasers of Polychlorinated Biphenyls" document. It has now been signed by Monsanto and we are enclosing a copy for your files.

Everything appears to be in order and we look forward to the opportunity to continue the supply of material to Universal Manufacturing.

Thank you for your cooperation in this matter.

Very truly yours,

Howard S. Bergen, Jr.
Director
Specialty Products

/jfb
Enclosure

0422914

MONSANTO

1152

Special Undertaking by Purchasers of Polychlorinated Biphenyls

Monsanto Company (Monsanto) manufacturers certain polychlorinated biphenyls products (PCB's) which Universal Manufacturing Corporation (Buyer) desires to purchase. While buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto that PCB's tend to persist in the environment; that care is required in the handling, possession, use and disposition; that tolerance limits have been or are being established for PCB's in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or delivery of PCB's by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof and in consideration of any such sale or delivery, buyer shall defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses (except to the extent arising from failure of PCB to conform with specifications) arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer, whether alone or in combination with any other substance, including without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

All existing contracts for the sale of PCB's by Monsanto to Buyer are hereby amended to contain the provision set forth above.

Nothing herein shall create or imply, any duty or obligation of Monsanto to sell or deliver any PCB's to Buyer. No conditions, undertakings or agreements purporting to modify the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effective by the acknowledgement or acceptance of any sale document, purchase order, shipping instructions or other forms containing terms or conditions at variance herewith.

Universal Manufacturing Corporation
(Buyer)

BY: [Signature]

TITLE: President

DATE: January 7, 1972

MONSANTO COMPANY

BY: [Signature]

0422913

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FOR DL 1972

NYCC SPECIALTY PRODUCTS
PRODUCT/CUSTOMER SALES REPORT

81131-A DIRECT #2
01/09/73

-IN THOUSANDS OF POUNDS AND DOLLARS-

SALES C. REP.	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR	SUBSTANTIAL FOR CURE	SALES CURR YTD.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	CUST. ID. / MAJOR-GRD.-CP.
	16 DIELECTRICS DR.C.C.PAYON																	
	AKRON 128															00341C		1040-280-16
1287	AEROVOX CORP NEW BEDFORD MA		90.6															10001013
1184	WESTERN ELEC CICERO ILL		3.60				1.20											10088755
1287	AXEL ELECTRONICS JAMAICA NY		7.80				1.20						2.40		1.20			10007139
1983	BRUNSWICK CORP LINCOLN NB		.060															00252581
1287	TUBE DEUTSCHMANN CANTON MA		3.00															10021995
1287	EDWARDS HIGH VACUUM GRAND I NY		.600															00117612
1287	UNIV MFG CORP BRIDGEPORT CT		26.4															10025796
1287	CORNELL DUB ELEC N BEDFORD MAS	50.0	50.0															00086746
1287	FILTRON CO INC FLUSHING NY		48.8															10027861
1982	GEN ELEC ROME GA	207	393									100	100					10031281
1287	GEN ELEC PITTSFIELD MA		1.20				100			102		106			101	7		10031761
1287	GEN ELEC HUDSON FALLS NY		68.0															10031931
1287	GEN ELEC SCHENECTADY NY						.120											10031850
	PARENT CUST. 101-GEN ELEC SCENE	207	327				100			102		206	100	106	101	7		10031850
1184	GUDEMAN CO CHICAGO ILL		19.2															10035937
1287	CHIN ENGINEERING BELHAVEN NC	.600	.600															00212709
1287	HIGH ENERGY VALVERTE PA		6.00															10037564
1184	HIGH STRENGTH PLAST CHGO ILL		2.40															10037980
1184	MCGRAN EDISON SOUTH MI MI		.500				3.00											00128910
1985	NYTRONICS DARLINGTON SC		5.40				.600											00131962
1975	PUTTER CO WESSON MS	3.00	1.80															10064287
1985	QUINN ENGINEER BELHAVEN NC		.600															00253294
1287	R F INTERONICS BAYSHORE LI NY		1.20															00270849
1985	SANGANO ELEC PICKENS SC		30.6															00270849
1287	SPRAGUE ELEC N ADAMS MA	40.0	1.20															10074770
	TOTAL PRODUCT * * * * * LB	301	537				842	5	11	110	5	219	114	123	115	15	7	1040-280-16
	00361C * * * * * \$	60.3	103				169	1.6	2.7	22.0	1.4	43.5	23.1	24.9	23.2	3.1	1.9	
	INERTEEN 70-30																	1050-210-16
1188	AKRON CONTROLLER AKRON OHIO		6.74															00259462
1287	ALLIED CREN ROPERELL VA		1.35				.360											10002551
1287	ALLIS-CHALMERS CARLSBAD NM																	00248045
1986	ALLIS CHALMERS LUS ALMOS N H		1.08															00164119
1181	ALLIS CHALMERS PITTS PA	800	497				547	97	98	98		99		105		49		10002664
	PARENT CUST. TOT-ALLIS-CHALMERS	800	499				547	97	98	98		99		105		49		00045055
1982	AMERICAN CYANAMID SAVANNAH GA	.500	.674															00150398

EXHIBIT B

MCC SPECIALTY PRODUCTS
PRODUCT/CUSTOMER SALES REPORT

FOR DEC 1972

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B1131-A DIRECT #2
01/09/73

- IN THOUSANDS OF POUNDS AND DOLLARS -

IN	S/S G. REF.	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	SALES GOVT FOR CURR. YEAR	SALES CURR. YTD.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	CUST. ID. / MAJUR-ORD-CP.
1983		TRANSFORMER PYRANOL A13B3B-2																02402A	1050-301-16
		WESTINGHOUSE KANSAS CITY MO				.915								.915					00285129
		PARENT CUST. TOT-WESTINGHOUSE EL				22.7					7.62	3.30		9.74	2.03				00047740
		TOTAL PRODUCT * * * * *				1212					80	138	130	141	244	93	324	63	1050-301-16
		02402A * * * * *				306					23.3	36.2	35.0	39.8	57.4	24.2	73.4	16.4	
70		TOT CLASS TRANSFORMER FLUID LB																	
			14418	15112	14408	13838	1497	806	1817	661	1318	1151	962	1078	1237	1082	1332	898	
			2654	2792	2651	2852	274	154	329	142	289	253	209	236	264	229	286	187	
		AROCLOP. 1016															02250A		1040-016-16
1287		AERVOX CORP NEW BEDFORD MA	1069	284	1069	1663	175	93	264	92	93	84	92	184	91	204	105	186	10001013
1287		ALBANY FELT CO ALBANY NY		165															10001811
1856		CAPACITOR SPECTEL ESCONDIDO CA				18.6										6.60	8.40	3.60	00181374
1194		E I DU PONT DE NEM CLINTON IA		100		.600									.600				10023688
1856		ELECTRO MAGNET FI PALO ALTO CA																	00287040
1194		ELECTRICAL UTILITY LA SALLE IL	1000	87.2	1000	600	43	44	128	86	43	42		43	86	43	86	43	10025745
1287		UNIV MFG CORP BRIDGEPORT CT	1500	362	1500	1093	179	181	181	181	181	90	93	88	93	94	95	10025796	
1287		UNIV MFG CORP TUTTURA NJ		187		825	97	182	87			91	91	90	94	93	93	00165018	
		PARENT CUST. TOT-ELECTRON IC COR	1500	549	1500	1918	275	182	268		181	181		183	182	93	187	10025796	
1287		CORNELL DUB ELEC N BEDFORD MAS	2000	371	2000	1612	177	173	166	92	174	91	184	94	91	92	184	93	00086746
1287		FILTRON CO INC FLUSHING NY				9.00								6.00				3.00	10027861
1287		GEN ELEC PITTSFIELD MA				1.20			1.20										10031761
1287		GEN ELEC FORT EDWARDS NY				5790	560	378	663	663	573	286	285	571	285	473	478	576	00249467
1287		GEN ELEC HUDSON FALLS NY	6000	1324	6000	2091	377	190	284	189	96	287		191	97	96	193	93	10031931
		PARENT CUST. TOT-GEN ELEC SCHEME	6000	1324	6000	1882	937	567	949	851	668	573	285	762	381	569	671	669	10031850
1194		GUDERMAN CO CHICAGO IL	15.0	4.80	15.0	2.40	2.40												10035937
1287		HERCULES WILMINGTON DE		.600															10037557
1983		HERCULES INC TERRE HAUTE IN		.600															00153958
		PARENT CUST. TOT-HERCULES WILMIN		1.20															10037557
1856		HIGH ENERGY INC ESCONDIDO CA				13.2			6.00										00277460
1287		HIGH ENERGY WESTFIELD MASS				.600										.600			00286616
1287		HIGH ENERGY MALVERN PA				141	1.2	46.2	39.6							3.0	45.0		10037964
1287		JARD COMPANY INC BENNINGTON VT	400	142	400	632	80.9	90.8			91.7	91.7	91.0	92.7	92.7	92.7	92.2	92.2	00183890
1287		P J SCHREITZER LEE MASS		.220		.165													10071429
1982		MALLORY CAPACITOR WAYNESBOR IN	1000	379	1000	1398	91	92	182	88	185	94	94	190	94	96	95	97	00216143
1194		MCGRAW EDISON SOUTH MI MI	1200	181	1200	933	88.9	89.5	95.2	88.5	95.3		94.1	95.7	94.8		96.4	94.9	00128910

EXHIBIT B

81131-A DIRECT #2
01/09/73MICC SPECIAL PRODUCTS
PRODUCT/CUSTOMER SALES REPORT

FOR DEC 1972

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-IN THOUSANDS OF POUNDS AND DOLLARS-

IN G REP	SLS REP	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	SALES GOAL FOR CURR. YEAR	CURR. YTD	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	CUST. ID. MAJOR CDD. GP.
		AROCOLOR 1016																02250A	1040-016-16
	0624	NO CHG SHIPMENTS SPECIALTY PRO		.055	7.00														00271020
	1194	PLASTIC CAPACITORS CHICAGO ILL	7.00																00208418
	1935	SANGARD ELEC PICKENS SC	800	290	800	729		96.5	92.9	86.1	96.7	88.9	89.9	94.1			84.1		10070783
	1287	SPRAGUE ELEC N ADAMS MA	1500	187	1500	1092	264	179	186				94	185			92	92	10074770
	1287	STEVENS PAPER S HADLEY FALL MA		.600		.600	.600												00139238
	1287	STEVENS PA MILLS WESTFIELD MA		.600		.600	.600												10076137
		PARENT CUST. TOT-STEVENS. PAP MIL		1.20		.600	.600												00139246
	1178	WESTINGHOUSE BLOOMINGTON IND		286		1717	189	287	95	95	95	96	96	285	190	193	193	96	10089786
	1935	WESTINGHOUSE TERRE HAUTE IN				1.80						1.20					.60		00283096
	1183	WESTINGHOUSE DETROIT MICHIGAN				.165		165											10089484
	1188	WESTINGHOUSE CLEVELAND OHIO	82.0	8.40	82.0	49.8		5.40	3.00	6.00	3.00	3.60	3.60	5.40	5.40	7.20	7.20	7.20	10089441
	1181	WESTINGHOUSE PITTSBURGH PA		1.19															10089743
		PARENT CUST. TOT-WESTINGHOUSE EL	82.0	296	82.0	1769	189	293	95	98	101	3	101	99	291	196	201	103	00047740
	1287	YORK CAPACITOR CORP BRKLYN NY	100	26.4	100	103	25.2		25.2	26.4		26.4							10092590
		TOTAL PRODUCT * * * * *	16673	4138	16673	20517	2356	1676	2580	1608	1718	1191	1037	1933	1504	1394	1855	1666	1040-016-16
		02250A * * * * *	2801	747	2801	3997	425	303	466	307	333	233	211	397	309	288	383	342	
		AROCOLOR DIST 1232															00345D		1040-230-16
	1178	WESTINGHOUSE BLOOMINGTON IND	300		300														10089786
		TOTAL PRODUCT * * * * *	300		300														1040-230-16
		00345D * * * * *	62.1		62.1														
		AROCOLOR 1242															00349C		1040-240-16
	1287	AEROVOX CORP NEW BEDFORD MA		568															10001013
	1287	ALBANY FELI CU ALBANY NY		.165															10001811
	1932	ANDERSON ELECTRIC LEEDS AL	2.00	1.20	2.00														10005655
	1896	CAPACITOR SPECIALT ESCORTO CO CA		36.6		8.40	8.40												00181374
	1976	CONDENSER PROD BROOKSVILLE FL		.600		.600	.600												00257036
	1866	ELECTRO MAG MOUNT VERN CA		1.20															00250899
	1184	ELECTRICAL UTILIT LA SALLE IL		702															10025745
	1287	UNIV MFG CORP BRIDGEPORT CT		384															10025796
	1287	UNIV MFG CORP TOTOWA NJ		288															00165018
		PARENT CUST. TOT-ELECTRON IC COR		671															10025796
	1287	ESSEX CHEN SAYREVILLE NJ		12.0															10026687
	1287	CORNELL DUB ELEC N BEDFORD MAS		845															00086746
	1287	GARLOCK PALMYRA NY		.055															10030498

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FOR DEC 1972

NICC SPECIAL PRODUCTS
PRODUCT/CUSTOMER SALES REPORT

-IN THOUSANDS OF POUNDS AND DOLLARS-

SALES REP	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	SALSGOAL FOR CURR YEAR	SLES CURR YTD	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	CUST. I.D. / MAJR-CRD-GRP
	DISC. PRESENTATIONS																	
1178	CHAMPION INTL HAMILTON OH		29.4															9998-000-16
1184	E I DU PONT DE NEM CLINTON IA				-880	.880				.144	.144							10015308
1287	UNIV MFG CORP BRIDGEPORT CT		.600															10023688
1982	GEN ELEC ROME GA		95.7															10025796
1287	GEN ELEC PITTSFIELD MA		826		112			112										10031281
1287	GEN ELEC HUDSON FALLS NY		.248															10031761
	PARENT CUST. TOT-GEN ELEC SCENE		922		112			112										10031931
1983	HERCULES INC TERRE HAUTE IN		1.22															10031850
1178	WESTINGHOUSE BLOOMINGTON IND		2.40		1.20	1.20												00153958
1287	WOODMONT PRO. HUNTINGDON VAL PA		6.00															10089786
	TOTAL PRODUCT * * * * *		962		114	2		112										10092116
	024420		172		22.3	2.1		20.2		.1	.1							9998-000-16
	WESTINGHOUSE BLOOMINGTON IND																	
1178	WESTINGHOUSE BLOOMINGTON IND		8.25		16.5	8.25	8.25									02283A		1050-218-16
	TOTAL PRODUCT * * * * *		8.25		16.5	8.25	8.25											10089786
	02283A		1.98		3.96	1.98	1.98											1050-218-16
80	TOT CLASS CAPACITOR FLUIDS LB	17275	15925	17275	20677	2375	1689	2693	1608	1718	1191	1042	1933	1504	1394	1859	1671	
	\$ \$	2926	2837	2926	4029	431	306	486	306	333	233	213	397	309	288	384	344	
16	TOT PG DIELECTRICS DR.C.P. LB	31693	31037	31683	34514	3872	2495	4510	2269	3036	2342	2004	3011	2741	2477	3191	2569	
	\$ \$	5579	5630	5577	6881	705	460	816	448	622	486	421	633	573	517	670	531	

EXHIBIT B

B1331-A DIRECT #2
01/09/73MIGC SPECIAL PRODUCTS
PRODUCT/CUSTOMER SALES REPORT

FOR DEC 1972

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--IN THOUSANDS OF POUNDS AND DOLLARS--

Q G REP	NAME OF PRODUCT/CUSTOMER	POTENTIAL SALES	LAST YEAR SALES	SALES GOAL FOR CURR YEAR	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	CUST. ID / MAG. ORG. GR.
	DISC PCB PCT																9998-000-17
1968	E I DUPONT NEMOURS STRANG TX		3.00													024428	10024072
	PARENT CUST. TOT-E I DUPONT WILM		26.7														100233564
5200	DURA COMMODITIES HARRISON NY		.050														00266167
1178	DURIRON COMPANY DAYTON OHIO		.360														10024307
5200	DURKEE ATWOOD MPLS MN		2.08														10024315
1866	DURKUM INSTRUMENTS PALOALTO CA		.177														00254878
1866	DUAL SIERRITA SARAGUITA AZ		6.00														00186965
1933	DYNAMIC FORGE CORP OXFORD NB		3.00														00198714
5200	DYNASURF CHEM BALTIMORE MD		.150														10024439
1131	EASTMAN KODAK CO ROCHESTER NY		.100				.600										10025125
5200	TENN EASTMAN KINGSPOUR TENN		.200														10078547
5200	TEXAS EASTMAN CO LONGVIEW TX		.116														10079292
	PARENT CUST. TOT-EASTMAN KODAK C		.116				.600										10025125
5200	EATON ALLEN CORP BKLYN NY		5.44														10025141
1123	EATON TALE - TORNE BIL CRK MI		.645														10025168
5200	EDA CORP HICKORY NC	.500	.520	.500													00264865
1121	EDWARDS HIGH VACUUM GRAND I NY																00117412
1178	ELANO CORP XENIA OH		.500														00117463
1200	ELECTROUX OLD GREENWICH CT		7.30														10025818
5200	UNIV MFG CORP BRIDGEPORT CT		27.0														10025796
1866	EL MONTE CHEM PASADENA CA		.600														00253286
1982	BEAUNIT FIBERS CHILDERSBURGH AL		1.94														10008670
1128	ELWELL PARKER ELEC CLEVELAND OH		2.50														10026060
1252	EMBOSOGGRAPH PROCESS BRKLYN NY		.600														10026059
5200	EMERSON-CUMING INC CANTON MA		1.80														00047171
1134	EMERSON ELECTRIC RACINE WISC		2.00														00216801
1128	EMPIRE DIE CASTING CLEVELAND OH		8.00														10026156
5200	ENICOTT JOHNSON ENIGCOTT NY		.600														10026202
1252	ENGELHARD INDUSTRIES NEWARK NJ		.600														00117706
5200	ENGINEERED YARNS COVENTRY RI		3.00														10026318
5200	ENMAR INC LITTLE R AR		.250				.55										00117900
5200	ENTERPRIZE PAINT S PLAINFIELD NJ		.500				.250										00261173
5200	ENVIROGENICS CO PARAHOUNT CA		.050														00249845
5200	EONAIR INC BAKERSFIELD CA		.050														00260819
5200	EPOXYLITE EL MONTE CA		.080														00117927
1866	ESCO CORP PORTLAND OR		.500														00248509
5200	ESSEX CHEM LA MIRADA CA		20.2														10026709
5200	ESSEX CHEM SAYREVILLE NJ		39.5				25.2										10026687
	PARENT CUST. TOT-ESSEX CHEM BALT		59.7				25.2										10026679
5200	EVANS ADHESIVES COLUMBUS OH		4.00														00211788

#. 1158

REPORT 81476-A
01/09/73

WICC DIV-02
NO.4 CUSTOMER/PRODUCT SALES REPORT FOR DEC 1972
-IN ACTUAL POUNDS AND DOLLARS-

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	TOTAL MONTH SALES POUNDS	SALES DOLLARS	Y-T-O POUNDS	SALES DOLLARS	TOTAL LAST YEAR SALES POUNDS	GOAL LBS	CUST ID
ELECTRIC MFG REPAIR BETHEL P P 1131 INERTEEN 70-30					5,078	1,144	00253138 00253138 1050-210-16
ELEC MOTOR & SUPPLY FRESNO CA 1866 TRANSFORM PYRANOL A13838					5,400	1,485	00233781 00233781 1050-300-16
ELECTRIC SERV NEW BEDFORD MA 1270 INERTEEN 100-42					770	246	00251542 00251542 1050-215-16
ELECTRIC SERV HAWTHNE NJ 1237 TRANSFORM PYRANOL A13838			675	152			10025737 10025737 1050-300-16
ELECTRIC SERVICE CINCINNATI OH 1178 TRANSFORM PYRANOL A13838					6,750	1,519	00196576 00196576 1050-300-16
ELECTRIC SERV CO ALCOA TENN 1932 TRANSFORM PYRANOL A13838					675	152	00270784 00270784 1050-300-16
ELECTRO MAG MOUNT VIEW CA 1866 AROCLOR 1242					1,200	290	00250899 00250899 1040-240-16
ELECTRO MAGNET FI PALO ALTO CA 1866 AROCLOR 1016			600	156			00287040 00287040 1040-016-16
ELECTRICAL UTILIT LA SALLE IL ELECTRICAL UTILIT LA SALLE IL 1134 AROCLOR 1016 1134 AROCLOR 1242	43,320	8,881	599,960	117,409	87,160	15,166	10025745 10025745 1040-016-16 1040-240-16
TOTAL CUSTOMER	43,320	8,881	599,960	117,409	789,620	137,316	10025745
ELECTRO ENG MKS SAN LEANDRO CA 1866 TRANSFORM PYRANOL A13838					8,100	2,229	10025753 10025753 1050-300-16
ELECTRON IC COM BRIDGEPORT CT UNIV MFG CORP BRIDGEPORT CT 1237 AROCLOR 1016 1237 AROCLOR 1242 1237 AROCLOR 1254	94,700	19,414	1,093,300	215,132	362,290	64,089	10025796 10025796 1040-016-16 1040-240-16 1040-280-16

EXHIBIT B

NICC DIV-02 SPECIALTY PRODUCTS
NO. 4 CUSTOMER/PRODUCT SALES REPORT FOR DEC 1972
-IN ACTUAL POUNDS AND DOLLARS-

REPORT 81476-A
01/09/73

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	TOTAL MONTH SALES POUNDS	SALES DOLLARS	Y-T-B POUNDS	SALES DOLLARS	TOTAL LAST YEAR SALES POUNDS	TOTAL YEAR GOAL LBS	CUST ID
• ELECTRON IC COM BRIDGEPORT CT							10025796
UNIV MFG CORP BRIDGEPORT CT						AR 757742	10025796
1237 DISC DIELECTRICS	94,700	19,414	1,093,300	215,132	600	124	9998-000-16
TOTAL CUSTOMER					772,800	1,500,000	10025796
UNIV MFG CORP TOTOWA NJ						AR 757742	00165018
1237 ARCLOR 1016	92,600	18,983	824,600	159,982	186,800	33,624	1040-016-16
1237 ARCLOR 1242	92,600	18,983	824,600	159,932	287,500	51,750	1040-240-16
TOTAL CUSTOMER					474,300	85,374	00165018
TOT PAR ELECTRON IC COM BRIDGEPORT	187,300	38,397	1,917,900	375,064	1,247,100	224,100	10025796
• ELEMCO NORMOOD MASS							00256021
1237 TRANSFORM PYRANOL A13B38					675	152	00256021
ENERGY SYSTEMS PALO ALTO CA							10026253
1866 INERTEEN 70-30	3,970	1,061			7,414	1,668	10026253
• ENGLISH ELECTRIC CHICAGO IL							00180475
ENGLISH ELECTRIC CAMBRIDGE MA							00251380
1237 INERTEEN PPO					4,718	1,062	1050-200-16
ENGLISH ELECTRIC MANHATTAN NY							00252336
1273 INERTEEN 70-30					6,740	1,517	1050-210-16
TOT PAR ENGLISH ELECTRIC CHICAGO IL					11,458	2,579	00180475
• ERIE MANUFACTURING CO ERIE PA							00157112
1237 TRANSFORM PYRANOL A13B38					675	152	00157112
ERIEZ MFG CO ERIE PA							00162957
1131 TRANSFORM PYRANOL A13B38	2,700	608			24,300	5,468	1050-300-16
• ESCO MFG GREENVILLE TX							10026636
ESCO MFG GREENVILLE TX							10026636
1974 INERTEEN 70-30	7,414	1,668			29,656	6,376	1050-210-16
• ESPEY MFG ELECTR SARATOGA NY							00158852
1237 INERTEEN 70-30	20,220	4,550			148,954	31,291	00158852
1237 TRANSFORM PYRANOL A13B38					360	83	1050-210-16
TOTAL CUSTOMER	20,220	4,550			149,314	31,474	00158852

EXHIBIT B

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FOR DEL. 1973

MICC SPECIAL PRODUCTS
PRODUCT/CUSTOMER SALES REPORT

81131-A DIRECT #2
01/09/74

- IN THOUSANDS OF POUNDS AND DOLLARS -

Q. REP	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	SALES GOAL FOR CURR. YEAR	SALES CURR. YTD.	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	CUST ID. / MAIL-ORD-CP.
	TRANSFORMER PYRANOL A1383B-3																02574A	1050-302-16
	70 TOT CLASS TRANSFORMER FLUIT LB \$5	11812 2470	13838 2852	11812 2470	13413 2763	1478 310	1096 235	1013 217	1431 291	1023 194	900 192	1174 233	1144 230	646 144	1248 263	1532 311	726 143	
	AROCLOR 1016																02250A	1040-016-16
1287	AROVUX-BELLVIL NEW BEDFORD MA					1840 93	181	83	200	203	92	175	183	181	91	268	91	00294438
1287	AROVUX CORP NEW BEDFORD MA	1400	1623	1400														10001013
1280	WESTERN ELEC RICEVILLE PA																	00269638
1985	BALDOR ELEC RICEVILLE SC																	00298581
1886	CAPACITOR SPECIST. ESCONDIDO CA	30.0	18.6	30.0	81.6	3.6	8.4	4.2	12.6	2.4	3.6	6.0	10.8	7.2	12.0	3.6	7.2	00181376
1184	ELECTRICAL UTILIT LA SALLE IL	800	800	800	1250	87	124	174	131	86	131	43	86	82	126	41	139	10025745
1287	UNIV MFG CORP BRIDGEPORT CT	900	1053	500	1453	93	91	185	93	264	93	93	91	91	181	90	182	10025796
1287	UNIV MFG CORP TOWANA NJ	1000	825	1000	913	91		181		92	92		91	91	91	92	93	00165018
	PARENT CUST. TOT-ELECTRON IC CUM	1900	1918	1500	2366	184	91	365	93	355	92	93	182	182	272	182	275	10025796
1880	ELECTRO MAGNET FT PALO ALTO CA	1.00	600	1.00	1.20			600					600					00287040
1287	GONKELL DUB ELEC N BEDFORD MAS	1500	1612	1500	1423	93	92	85	177	91	91	173	91	83	181	175	93	00086746
1287	FILTRON LG INC FLUSHING NY	50.0	9.00	50.0														10027851
1287	GEN ELEC PITTSFIELD MA	1.20																10031761
1287	GEN ELEC FORT EDWARDS NY	8500	2051	8500	6763	766	475	761	385	667	667	477	471	375	471	852	397	00249467
1287	GEN ELEC HUDSON FALLS NY	8500	2051	8500	2471	286	192	191	94	288	190	189	94	187	96	377	286	10031931
	PARENT CUST. TOT-GEN ELEC SCHNEC	8500	7882	8500	9234	1053	667	952	479	955	857	666	565	563	566	1229	683	10599474
1184	GUDEMAN CO CHICAGO ILL		2.40		2.40	2.40												10035937
1886	HIGH ENERGY INC ESCONDIDO CA		13.2				6.00											00277460
1886	HIGH ENERGY INC SAN DIEGO CA				6.00		6.00											00295892
1287	HIGH ENERGY WESTFIELD MASS		600															00288616
1287	HIGH ENERGY MALVERN PA	100	141	100	175	94	93	88	84		84	173	88	6.6	45.1	42.2		10037964
1287	JARD COMPANY INC BENNINGTON VT	450	632	450	963													00183830
1287	P J SCHWEITZER LEE MASS	1100	1352	1100	1348	90	192	84	186	184	96	89	176	96	88	176	92	10071429
1982	MALLORY CAPACITOR WAYNESBORO IN				10.8						10.8							00216143
1184	MCGRAW EDISON PWR FERNDALE MI	800	533	250														00302279
1184	MCGRAW EDISON SOUTH MI MI	800	933	250	10.8						10.8							00128910
	PARENT CUST. TOT-MCGRAW EDISON C	800	933	250	10.8						10.8							00044587
1987	MCGRAW EDISON GREENWOOD SC	400		400	467		95.6					94.5		93.4		91.5	91.7	00290896
1252	SANDERS ASSOC NASHUA NH				600							600						00046701
1987	SANGAMO ELEC PITKENS SC	800	729	800	639	96.4		88.8	95.6	176	89.3	90	86.5	87.8	274	94.7	92	10070783
1287	SPRAGUE ELEC N ADAMS MA	1400	1052	1400	1275	92	92	93	95		91	90		89		92		10074770
1287	STEVENS PA MILLS WESTFIELD MA		600															10076137
1178	WESTINGHOUSE BLOOMINGTON IND	1400	1717	1400	2143	98	228	192	382	191	288	97		191	191	96	192	10089786
1983	WESTINGHOUSE TERRE HAUTE IN		1.80		2.40			600				600		600	600			00283096

EXHIBIT B

NICC SPECIALTY PRODUCTS NO. 4 CUSTOMER/PRODUCT SALES REPORT FOR DEC 1974 -IN ACTUAL POUNDS AND DOLLARS-										PAGE 393
	TOTAL MONTH POUNDS	SALES DOLLARS	Y-T-D POUNDS	SALES DOLLARS	TOTAL LAST YEAR POUNDS	YEAR SALES DOLLARS	TOTAL YEAR GOAL LBS	CUST ID	MAJR-GRU-GP	
-CATERPILLAR TRACTOR PEORIA ILL										
CATERPILLAR TRACT E PEORIA IL				25			AR 127905	10014530		
1134 INERTEEN 70-30				305				1050-210-16		
TOT PAR CATERPILLAR TRACTOR PEORIA								10014549		
TOBE DEUTSCHMAN LABS CANTON MA			1,600	783			AR 205855	00335568		
1270 ARDCLOR 1016								1040-016-16		
DINGS COMPANY MILWAUKEE WI							AR 209223	10022460		
1134 TRANSFORMER PYRAMOL A1383B-2			12,150	4,313	12,150	3,220		1050-301-16		
1134 TRANSFORMER PYRAMOL A1383B-3			12,150	4,313	18,225	1,610		1050-302-16		
TOTAL CUSTOMER						4,830		10022460		
ELECTRICAL UTILIT LA SALLE IL								10025745		
1134 ARDCLOR 1016			965,535	287,451	1,249,970	256,225	AR 234158	10025745		
1134 CAPACITOR ARDCLOR 1489			8,850	4,043			1,000,000	1040-016-16		
TOTAL CUSTOMER			974,385	291,494	1,249,970	256,225	1,000,000	10025745		
ELECTRON IC COM BRIDGEPORT CT							AR 757742	10025796		
UNIV MFG CORP BRIDGEPORT CT			1,080,100	323,374	1,360,900	277,686	1,400,000	1040-016-16		
1252 ARDCLOR 1016	91,800	33,691	470	334				1040-019-16		
1252 CAPACITOR FLUID 1588	91,800	33,691	1,080,570	323,708	1,360,900	277,686	1,400,000	10025796		
TOTAL CUSTOMER								00165018		
UNIV MFG CORP TOTOMA NJ			869,700	271,524	913,000	187,168	1,100,000	1040-016-16		
1237 ARDCLOR 1016	91,800	33,691	1,950,270	595,232	2,273,900	464,854	2,500,000	10025796		
TOT PAR ELECTRON IC COM BRIDGEPORT							AR 234239	10025753		
ELECTRO EMS MRS SAN LEONARD CA			5,400	2,377				1050-302-16		
1866 TRANSFORMER PYRAMOL A1383B-3							AR 234258	00287040		
ELECTRO MAGNET FI PALO ALTO CA			1,200	513	1,200	372	1,200	1040-016-16		
1866 ARDCLOR 1016								10026253		
AYDIM ENERGY SYS PALO ALTO CA			109,862	45,527	13,480	4,246	AR 050176	10026253		
1866 INERTEEN 70-30							1,300	1050-210-16		
ESSEX ELEC ENG BENSONVILLE IL							AR 242378	00299987		
1134 INERTEEN 70-30					14,828	3,929		1050-210-16		

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-IN THOUSANDS OF POUNDS AND DOLLARS-

SL G. REP	NAME OF PRODUCT/CUSTOMER	POTENTIAL	LAST YEAR SALES	QUANTITY FOR CUR. YEAR	CUR. YTD.	JAN	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	DISC'D./ MAJ. GRD. GP.
16	DIELECTRICS C. PATON																	
X	ARCOLOR 1016																	1040-016-16
16P2	AKROWUX-BELLVIL NEW BEDFORD MA		1915	1800	999		91	90	91	91		90	89	91	91	183	92	00294438
16P2	WESTERN ELECTRIC ALLENTOWN PA				110		110											00269638
16P1	CAPACITOR SPECULY ESCONDIDO CA	120	101	120	37.8	1.80	1.80	1.80	3.60	3.60	1.80	3.60	1.80	1.80	7.20	5.40		00181374
16P3	CAROLINA CAPACITR RIDGEVILL SC	100		50.0	1.80						1.80							00305026
16P2	TORR DEUTSCHMAN LABS CANTON MA		1.80	800	414		42.4	42.3	84.6		78.5		42.8	39.2	42.2		42.3	00335568
16P3	ELECTRICAL UTILIT LA SALLE IL	1250	966	800	800		92.1			89.0	87.7			91.3	90.9		92.0	10025745
16P2	UNIV MFG CORP BRIDGEPORT CT		870	900	543	94.0	89.2		90.9	89.1	89.2					91.0		10025796
16P2	UNIV MFG CORP TUTOWA NJ																	00165018
	PARENT CUST. TOT-ELECTRON IC COM		1950	1700	1086	94	181		91	178	177			91	91	91	92	10025796
16P1	ELECTRO MAGNET FI PALO ALTO CA	1.00	1.20	1.00	1.10													00287040
16P2	CORRELL DUB ELEC N BEDFORD MAS		1538	1000	800	81.7	92.0	83.0	90.4	89.5		89.3		91.0		91.8	90.9	00086746
16P3	GEN ELEC RUME CA		600															10031281
16P2	GEN ELEC FORT EDWARDS NY		6418	4000	3397	383	287	379	191	186	280	185	281	282	471	285	188	00249487
16P2	GEN ELEC HUDSON FALLS NY		2280	1872	2072	285	96	282	188	282	1	186	187	188	188	96	95	10031931
	PARENT CUST. TOT-GEN ELEC SCHNEC		8699	5872	5469	668	383	661	379	469	279	371	468	470	659	381	283	10599474
16P2	HIGH ENERGY MALVERN PA		129	100														10037964
16P2	JARD COMPANY INC BENNINGTON VT		677	600	271		90.5					90.7	45	96	141	90.2		00183830
16P3	MALLORY CAPACITOR WAYNESBOR IN	1200	1003	750	608		45	46	45	95								00216143
16P3	MCGRAW EDISON PWR FERRISALE NY	800	791	600	781	90	87		88	169		84		86	89		89	00302279
16P3	MCGRAW EDISON GREENWOOD SC																	00290696
	PARENT CUST. TOT-MCGRAW EDISON C	800	799	600	781	90	87		88	169		84		86	89		89	00044687
	MONSANTO LOS ANGELES CA																	00149822
	MONSANTO-SPEC-LOS ANGELES CA																	00309362
	PARENT CUST. TOT-MONSANTO CORP S																	00047147
06P4	NU CORG SHIPMENTS SPECIALTY PRD																	
16P2	R F INTERONICS BAYSHORE LI NY																	00271020
16P3	SANGARD ELEC PICKENS SC	700	717	700	852	96.1	94.9	96.3						220				00335673
16P2	SPRAGUE ELEC N ADAMS MA		902	700	362			91.6	90.4				94.8	94.0	94.8	90.4		10070783
16P1	WESTINGHOUSE ELEC BENICIA CA		600										89.1					10074270
16P3	WESTINGHOUSE BLOOMINGTON IND	2200	2420	2100	1031	94	187	95		92	92	93		94	94	94	96	00319406
16P3	WESTINGHOUSE TERRE HAUTE IN		1.20		3.00	1.20						1.20						10089786
16P2	WESTINGHOUSE-LIGHT-DIV CLEV OH		12.0															00283096
16P2	WESTINGHOUSE RESEARCH PITTS PA		600															10089441
																		00252433

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PRODUCT/CUSTOMER SALES REPORT

12/31/77

-IN THOUSANDS OF POUNDS AND DOLLARS-																		
QTY	NAME OF PRODUCT/CUSTOMER	POTENTIAL	YEAR	FOR CURR. YEAR	QTY	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.	CUST. ID. / MAILING GP.
	PHOSPHOROUS ACID 50% PETROLITE CORP ST LOUIS MO MISCELLANEOUS ADJUSTMENTS																	7212-000-09 00044970 00197777
	TOTAL PRODUCT ***** LB 91856A ***** \$5																	7212-000-09
85	TOT MAJOR PHOSPHOROUS ACID LB \$5																	
61	TOT CLASS DISC SPEC CHEM LB \$5																	
62	TOT SUPV R. RICHARDSON LB \$5	7205	11035	7888	7462	691	543	477	878	746	664	575	409	832	780	113	755	
		6848	11452	7597	7029	775	448	468	710	612	718	397	475	824	459	490	651	
	AROCLOL 1016																	1040-016-16
16P1	AGROVOX-BELLVIL NEW BEDFORD MA	1540	1958	2550	2756	90	89	273	180	180	179	178	273	277	1038			00294438
16P1	BALDOR ELECTRIC RIDGEVILLE SC		1.80		60.6						20.4				40.2			00309826
16P1	CAPACITOR SPECIST ESCONDIDO CA	20.0	28.0	30.0	13.0	1.80	3.60	5.40	3.00									00181374
16P1	CINE-CHROME-EL DV-PALO ALTO CA		1.20															00287040
16P1	ELECTRICAL UTILIT LA SALLE IL	600	798	1300	673		80	85	41	41	36	86		118	187			10025745
16P1	UNIV MFG CORP BRIDGEPORT CT	915	1086	1200	1081	89	89	91	91	181	90	89	119	150	91			10025796
16P1	UNIV MFG CORP TOTOWA NJ	545	1080	1000	1444	90	89	90	90	92	90	92	89	356	367			00165018
	PARENT CUST. TOT-ELECTRON IC COM	1460	2166	2200	2524	178	178	181	181	273	180	181	209	506	458			10025796
16P1	CORNELL DUB ELEC N BEDFORD MAS	910	1056	950	896	90	89	90	91	92	91	90		177	88			00086746
16P1	GEN ELEC FORT EDWARDS NY	3864	5866	1300	1667	285	191	189	567	369	66	1						00249467
16P1	GEN ELEC HUDSON FALLS NY	1472	1704	300	94.1	94.1												10031931
	PARENT CUST. TOT-GEN ELEC SCHNEC	5336	7570	1600	1761	379	191	189	567	369	66	1						10599474
16P1	HIGH ENERGY MALVERN PA	90.0	44.9	50.0	45.5				45.5									10037964
16P1	JARD COMPANY INC BENNINGTON VT	450	901	1050	540			90.4	89.0	91.7	90.8	88.7		89.1	467			00183830
16P1	MALLORY CAPACITOR WAYNESBOR IN	700	1200	1150	1304	96	96	94	95	90	96	91	180					00216143
16P1	MCGRAW EDISON GREENWOOD SC	270	180															00290696
16P1	MONSANTO-SPEC-LOS ANGELES CA																	00309362
16P1	SANGAMO WESTON PICKENS SC	360	645		13.2				13.2									10070783
16P1	SPRAGUE ELEC N ADAMS MA	270	450	180	106	90.8		88.9				73.9						10074770
16P1	WESTINGHOUSE BLOOMINGTON IND	600	1188	270	227	89.9	89.1					48.0						10089786
16P1	WESTINGHOUSE TERRE HAUTE IN		1.80		1.80			-60				1.20						00283096
16P1	WESTINGHOUSE RESEARCH PITTS PA		-600															00252433
	PARENT CUST. TOT-WESTINGHOUSE EL	600	1190	210	229	89.9	89.1	-6				1.2	48.0					00047740
16P1	YORK CAPACITOR WINDSKI VT	104	85.2	70.0	158			26.4		26.4		26.4		26.4	32.8			10092590

Capacitor Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

PURCHASE ORDER

Monsanto
800 N Lindbergh Blvd
St. Louis, Mo.

9034

THIS NUMBER MUST APPEAR ON.
ALL BILLS AND PACKAGES.

PLEASE ENTER OUR ORDER AS FOLLOWS, OBSERVING SHIPPING AND BILLING INSTRUCTIONS EXACTLY AS GIVEN BELOW

DATE REQUIRED	F.O.B. Sauget	SHIP VIA	TERMS Net 30	
QUANTITY	DESCRIPTION		PRICE	UNIT
25 drums	AROCOR 1254 (600 lb drums)		\$.475	lb
<p>Confirming Order Mary Ann Wilson/EJ Wickson</p> <p>PLEASE SEND ALL INVOICES TO: UNIVERSAL MANUFACTURING CORP. 29 EAST 6th STREET PATERSON, NEW JERSEY 07509</p>				

ACKNOWLEDGE RECEIPT OF THIS ORDER STATING WHEN YOU WILL SHIP.
THIS ORDER MUST NOT BE FILLED AT HIGHER PRICES THAN LAST CHARGED OR QUOTED.
ALL SHIPMENTS MUST BE ACCOMPANIED BY A PACKING SLIP.

Capacitor Division
UNIVERSAL MANUFACTURING CORP.

E.J. Wickson
E.J. Wickson

0439926

EXHIBIT C

Capacitor Division

UNIVERSAL MANUFACTURING CORP.



July 15, 1976

902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 338-0161

PURCHASE ORDER

9265

Monsanto
800 N Lindbergh Blvd
St. Louis, Mo. 63155

THIS NUMBER MUST APPEAR ON.
ALL BILLS AND PACKAGES.

PLEASE ENTER OUR ORDER AS FOLLOWS, OBSERVING SHIPPING AND BILLING INSTRUCTIONS EXACTLY AS GIVEN BELOW

DATE REQUIRED	F.O.B. Sauget	SHIP VIA	TERMS Net 30	
QUANTITY	DESCRIPTION		PRICE	UNIT
	<p>AROCOR 1016</p> <p>This is a blanket order covering August - December 1976</p> <p>We will be releasing approximately one tank car per month to be shipped to Bridgeport, Conn. per Jim Alley/EJ Wickson</p> <p>EQUAL EMPLOYMENT OPPORTUNITY: The Equal Employment Opportunity clause in Sec- tion 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity and the implementing Rules and Regulations of the Office of Federal Contracts Compliance are incorporated herein by specific reference.</p>			

PLEASE SEND ALL INVOICES TO:
UNIVERSAL MANUFACTURING CORP.
29 EAST 6th STREET
PATERSON, NEW JERSEY 07509

ACKNOWLEDGE RECEIPT OF THIS ORDER STATING WHEN YOU WILL SHIP.
THIS ORDER MUST NOT BE FILLED AT HIGHER PRICES THAN LAST CHARGED OR QUOTED.
ALL SHIPMENTS MUST BE ACCOMPANIED BY A PACKING SLIP.

Capacitor Division
UNIVERSAL MANUFACTURING CORP.

0439904

EXHIBIT C E.J. Wickson

Capacitor Division

UNIVERSAL MANUFACTURING CORP.



April 29, 1977

902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

PURCHASE ORDER

No. 9571

Monsanto
800 N Lindbergh Blvd
St. Louis, Missouri 63155

MAY 09 1977

THIS NUMBER MUST APPEAR ON.
ALL BILLS AND PACKAGES.

PLEASE ENTER OUR ORDER AS FOLLOWS, OBSERVING SHIPPING AND BILLING INSTRUCTIONS EXACTLY AS GIVEN BELOW

PLEASE ENTER OUR ORDER AS FOLLOWS, OBSERVING SHIPPING AND BILLING INSTRUCTIONS				
DATE REQUIRED see below	F.O.B. Sauget	SHIP VIA Best Way	TERMS Net 30	
QUANTITY	DESCRIPTION		PRICE	UNIT
17 tank cars	AROCLOR 1016, approximately 90,000 lbs. ea.		\$.66	1b
	This is in addition to the three tank cars already on order for Bridgeport on PO 9526, which are scheduled for shipment between now and June 1.			
	Ship one car to Totowa in May; then beginning in June 1977, through October 1977 ship one car each month to Totowa, N.J. and one car each month to Bridgeport, CT. In October, prior to terminal date of October 31, 1977, ship one additional car to Bridgeport and six additional cars to Totowa.			
	These last seven cars will be used for additional storage, and will be returned as emptied. Details of shipping dates, and any changes in destination which may become necessary, will be arranged with appropriate advance notice. Drum packaging of some portion of the last increment may be necessary if tank cars are not available.			
	Confirming April 29 conversation N Ray Clark - James A. Alley			

PLEASE SEND ALL INVOICES TO:
UNIVERSAL MANUFACTURING CORP.
P. O. BOX 3028
29 EAST 6th STREET
PATERSON, NEW JERSEY 07509

0021084

PLEASE SEND ALL INVOICES TO:
UNIVERSAL MANUFACTURING CORP.
P. O. BOX 3028
29 EAST 6th STREET
PATERSON, NEW JERSEY 07509

0021084

ACKNOWLEDGE RECEIPT OF THIS ORDER STATING WHEN YOU WILL SHIP.
THIS ORDER MUST NOT BE FILLED AT HIGHER PRICES THAN LAST CHARGED OR QUOTED.
ALL SHIPMENTS MUST BE ACCOMPANIED BY A PACKING SLIP.

cc: PH Einhorn
C Hughes
NR Clark

EQUAL EMPLOYMENT OPPORTUNITY: The
Equal Employment Opportunity clause in Sec-
tion 202, Paragraphs 1 through 7 of Executive
Order 11246, as amended, relative to equal
employment opportunity and the Implementing
Rules and Regulations of the Office of Federal
Contracts Compliance are incorporated herein
by specific reference.

Capacitor Division
UNIVERSAL MANUFACTURING CORP.

E.J. Wickson

EXHIBIT C

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE	
CUSTOMER'S ORDER NO. 7880		DATE ENTERED 01-06-72	DATE SHIPPED 01-07-72	INVOICE DATE 01-07-72	INVOICE NO. 14-01-25341		
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2		PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049		Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166			
PPD OR COLLECT PPD	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS			SHIPPER NO. 4725172		
SHIPPED FROM SAUGET	CAR NO./TI IL	CARRIER MONX008614	CUSTOMER SERVICE REPRESENTATIVE C JORDAN				
ITEM		DESCRIPTION, PRICE & UNIT				AMOUNT	
1		1 8000 GL TANK CAR AROCLOR 1016 1040-016-16-0003-47-16-S-02250A FUB SAUGET IL MINIMUM FREIGHT ALLOWED				96,500.00 LB AT .1800 17,370.00 96,500.00 LB	
PAGE 1						17,370.00	
MR. ARMAND DEMAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY 07501		SND CPY INV ADD ON LEFT 0392255					

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damages resulting from the handling, possession or use of the goods by Buyer.
6. **TIME OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before leaving freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 - (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order;
 - (2) In case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392256

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE	
CUSTOMER'S ORDER NO. 7881		DATE ENTERED 01-06-72	DATE SHIPPED 01-10-72	INVOICE DATE 01-10-72	INVOICE NO. 14-01-25857		
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524				2 PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT				MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049 <small>Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166</small>			
PPD OR COLLECT PPD	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 4725271			
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONX008606	CUSTOMER SERVICE REPRESENTATIVE C JORDAN				
ITEM	DESCRIPTION, PRICE & UNIT					AMOUNT	
1	1 8000 GL TANK CAR AKOCLOR 1016 1040-016-16-0003-47-16-S-02250A FJB SAUGET IL MINIMUM FREIGHT ALLOWED					89,700.00 LB AT .1800 89,700.00 LB	
						16,146.00	
PAGE 1						16,146.00	
MR. N.R. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CONN. 06607				SEND COPY INV ADD ON LEFT 0392252			
<small>TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF OUR CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.</small>							

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, quarantine, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of caskins, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
(1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
(2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by them.

0392253

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE	
CUSTOMER'S ORDER NO. 1901		DATE ENTERED 02-23-72	DATE SHIPPED 02-24-72	INVOICE DATE 02-24-72	INVOICE NO. 14-02-31200		
BILL TO	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2			
	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TUTTUM, NEW JERSEY			PAYMENT PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW MONSANTO COMPANY BOX 8493 CHURCH ST STATION NEW YORK N Y 10049 INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166			
PPD OR COLLECT PPD		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 4813507		
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONXQC8625	CUSTOMER SERVICE REPRESENTATIVE C JORDAN				
ITEM	DESCRIPTION, PRICE & UNIT					AMOUNT	
1	1 8000 GL TANK CAR AROCUR 1016 AT 89,500.00 LB 1040-016-16-0003-47-06-S-02250A 1800 18,110.00 FOB SAUGET IL 89,500.00 LB MINIMUM FREIGHT ALLOWED						
PAGE 1						18,110.00	
MR. ARMAND DEMAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TUTTUM, NEW JERSEY 07501				SND CPY INV ADD CN LEFT 0392274			
<small>TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER ONLY TO THE EXTENT OF THE CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE BASIS OF THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.</small>							

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, locked shop, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, fire, loss of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are packed. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery at any specific times for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the cost of replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective, increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, etc., at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on express bill, before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 - (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 - (2) In case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document represents the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392275

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
CUSTOMER'S ORDER NO. 7929		DATE ENTERED 02-23-72	DATE SHIPPED 02-28-72	INVOICE DATE 02-28-72	INVOICE NO. 14-02-33553
BUILT TO SHIPPED TO	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2		
	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049 INQUIRIES		
PPD OR COLLECT PPD		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 4813564
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONXCC8610	CUSTOMER SERVICE REPRESENTATIVE C JORDAN		
ITEM	DESCRIPTION, PRICE & UNIT				AMOUNT
1	1 8000 GL TANK CAR ARUCLOR 1016 AT 92,000.00 LB				16,360.00
	104U-016-18-0003-47-66-5-02250A .1800				
	FOB SAUGET IL 92,000.00 LB				
	MINIMUM FREIGHT ALLOWED				
PAGE 1					16,360.00
MR. ARMAND DENAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY 07501 0392250					
UNLESS OTHERWISE SPECIFIED, THE TERMS AND CONDITIONS OF SALE ARE AS SET FORTH IN THE MONSANTO COMPANY CATALOG. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU AGREE TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.					

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT - TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 - (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 - (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392251

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE	
CUSTOMER'S ORDER NO. 7943		DATE ENTERED 03-01-72	DATE SHIPPED 03-06-72	INVOICE DATE 03-06-72	INVOICE NO. 14-03-34600		
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524				PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049 Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166			
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT				MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049 INQUIRIES			
PPD OR COLLECT PPD	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS			SHIPPER NO. 428307		
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONXG08627	CUSTOMER SERVICE REPRESENTATIVE C JORDAN				
ITEM	DESCRIPTION, PRICE & UNIT					AMOUNT	
1	1 8000 GL TANK CAR ABOGLOR 1016 AT 90,300.00 LB 1040-016-16-0003-47-66-S-02230A .1800 16,254.00 FCB SAUGET IL 90,300.00 LB MINIMUM FREIGHT ALLOWED						
PAGE 1						16,254.00	
FR. N.R. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CONN. 06407				3ND COPY INV ADD CN LEFT 0392246			

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE INCORPORATED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER, SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT REFERRED TO UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE RETURN, USE, REPAIR, AND YOUR ACCEPTANCE AND RETURN OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, suspension, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantity for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged; and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
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9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
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12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392247

EXHIBIT D

Monsanto

MONSANTO COMPANY
ST. LOUIS, MISSOURI 63166

INVOICE

DUPLICATE

CUSTOMER'S ORDER NO. 7960		DATE ENTERED 03-16-72	DATE SHIPPED 03-24-72	INVOICE DATE 03-24-72	INVOICE NO. 14-03-38734
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049		
PPD OR COLLECT PPC	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 4857421	
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONXGQR619	CUSTOMER SERVICE REPRESENTATIVE C JORDAN		

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR 90,800.00 LB APCCLOR 1016 AT .1800 1040-016-16-0003-47-06-S-02250A FOB SAUGET IL 90,800.00 LB PLUS FREIGHT FROM SAUGET , IL 1,572.93 AT 11920 RATE 1.7323 C 90800	16,344.00 17,916.93
PAGE 1		17,916.93

PR. N.R. CLARK
UNIVERSAL MFG. CORP
902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607

SHG CPY INV ADD CN LEFT

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TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE STANDARD CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU AGREE TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM



TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, leakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
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12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392242

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE													
CUSTOMER'S ORDER NO. 7941		DATE ENTERED 03-14-72	DATE SHIPPED 03-27-72	INVOICE DATE 03-27-72	INVOICE NO. 14-03-30735														
BILL TO	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSUN, NEW JERSEY 07524			 PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW															
	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TUTOWA, NEW JERSEY			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049  Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166															
PRD OR COLLECT PPD		DELIVERY F.O.B. AS INDICATED BELOW		TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 4857587													
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONXQ08610		CUSTOMER SERVICE REPRESENTATIVE C. JORDAN															
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 8000 GL TANK CAR AROCLOX 1016 AT 92,800.00 LB 1040-016-16-0003-47-06-5-02250A .1800 PGB SAUGET IL 92,800.00 LB</td> <td>16,704.00</td> </tr> <tr> <td></td> <td>PLUS FREIGHT FROM SAUGET, IL AT 92800 RATE 1.6605 C 92800</td> <td>1,540.94</td> </tr> <tr> <td colspan="2">PAGE 1</td> <td>18,244.94</td> </tr> </tbody> </table>								ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	1 8000 GL TANK CAR AROCLOX 1016 AT 92,800.00 LB 1040-016-16-0003-47-06-5-02250A .1800 PGB SAUGET IL 92,800.00 LB	16,704.00		PLUS FREIGHT FROM SAUGET, IL AT 92800 RATE 1.6605 C 92800	1,540.94	PAGE 1		18,244.94
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	PLUS FREIGHT FROM SAUGET, IL AT 92800 RATE 1.6605 C 92800	1,540.94																	
PAGE 1		18,244.94																	
MR. ARMAND DEMAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TUTOWA, NEW JERSEY 07501		SMC CPY INV ADD CN LEFT 0392243																	

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCOMMITMENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE:** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or equipment, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
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0392244

EXHIBIT D



TERMS AND CONDITIONS

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3. **WEIGHTS AND CONTAINERS** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 - (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 - (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392238

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Monse to		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
CREDIT					
CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.	
7961	- -	03-27-72	04-21-72	14-06-96252	
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		 PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOHA, NEW JERSEY		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049  Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166			
PPD OR COLLECT	DELIVERY F.O.B.	TERMS OF PAYMENT		SHIPPER NO.	
	AS INDICATED BELOW			485758	
SHIPPED FROM		CAR NO/TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE		
SAUGET IL			JORDAN		

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
	CREDIT TO DEDUCT FRT ON INV 140338735 DTD 3-27-72 SHOULD HAVE BEEN MIN FRT PPD	
1	1 GL TANK CAR AROCLO 1016 A7 1040-016-16-0003-42-06- -02250A FOB SAUGET IL FOR FRT FROM SAUGET TO TOTOHA NEW JERSEY	1,540.94
PAGE 1		1,540.94

0392239

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU AGREE TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, quarantine, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be, for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or govern-mental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for (a) a delivery of not less than 90% of the order will be considered a complete fulfillment of the order. (b) in the case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392240

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
CUSTOMER'S ORDER NO. 8023		DATE ENTERED 05-03-72	DATE SHIPPED 03-09-72	INVOICE DATE 05-09-72	INVOICE NO. 14-05-43751
BILL TO ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATENSON, NEW JERSEY 07124		2		PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW	
SHIPPED TO ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 402 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049		Customer Service Center: St. Louis MONSANTO INDUSTRIAL CHEMICAL CO. St. Louis, Missouri 63166	
TVO OR COLLECT COL		DELIVERY F.O.B. AS INDICATED BELOW		TERMS OF PAYMENT NET 30 DAYS	
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL MONX008626		CUSTOMER SERVICE REPRESENTATIVE C JORDAN	
SHIPPER NO. 4946588					
ITEM	DESCRIPTION, PRICE & UNIT				AMOUNT
1	1- 8000 GL TANK CAR AROCLO 1016 AT 91,300.00 LB				
	1040-016-14-0003-47-06-5-02230A 2050				18,716.50
	FOB SAUGET IL 91,300.00 LB				
PAGE 1					18,716.50
MR. H.A. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CONN. 06607		SND CRY INV ADD CN LEFT 0392235			

EXHIBIT D

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakdown or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or inaction (whether or not such labor agent is within the reasonable control of such party) which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, **SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS**, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all claims or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is notified, that Buyer permits Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAKES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

FORM 08 REV. 1-77

0392236

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE	
CUSTOMER'S ORDER NO. 8023		DATE ENTERED 05-25-72	DATE SHIPPED 05-30-72	INVOICE DATE 05-30-72	INVOICE NO. 14-05-49351		
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2			PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049			Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. P. O. Box 8495, St. Louis 63188		
HOW TO COLLECT	DELIVERY F.O.B.	TERMS OF PAYMENT		SHIPPER NO.			
COL	AS INDICATED BELOW	NET 30 DAYS		4985382			
SHIPPED FROM	CAR NO./TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE					
SAUGET	IL MONX00862A	W. MADDOX					

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR AROCLO 1016 AT 1040-016-16-0003-47-06-5-02290A FOB SAUGET IL	90,000.00 LB .2050 18,450.00 90,000.00 LB
PAGE 1		18,450.00

MR. W.R. CLARK
UNIVERSAL MFG. CORP
902 CRESCENT AVENUE
BRIDGEPORT, CTNN. 06607

0392232

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU AGREE TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HERETO SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

MOORE AND COMPANY
10120 N. M. 10120

TERMS AND CONDITIONS

1. **FORCE MAJEURE:** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or equipment, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstances, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain in effect.
2. **BUYER'S CREDIT:** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries until it is paid by Buyer for any one shipment when same becomes due. Should Buyer's financial unsatisfactory become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS:** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels, or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS:** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantity for which Buyer has not given shipping instructions.
5. **WARRANTY:** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIABILITY OF CARRIER:** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing within ninety (90) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to the provisions of this section, to any and all losses or damages resulting from any cause whatsoever including alleged defective goods and claims. Seller's liability shall in no event exceed the net selling price thereof, or at the election of Seller, the net or replacement cost of defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. See quotation charges for the return of goods if so ordered and unless authorized in advance by Seller.
7. **PATENTS:** Seller warrants that any goods sold hereunder are not infringing upon any patent, except as are made specifically for Buyer according to Buyer's specifications, and not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit alleging Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe patent.
8. **WEIGHT TAXES:** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or government charge or increase in same hereafter becoming effective, increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller for sale or the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, unless otherwise provided, be added to the price herein specified.
9. **INCIDENTAL TRANSPORT:** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before shipment.
10. **PLASTIC MATERIALS:** Because of the conditions involved in the manufacture of plastic materials, wherein an order calls for a quantity to be made up, specifically for Buyer:
a. If a quantity of not less than 90% of the order will be considered a complete fulfillment of the order.
b. To the extent that the order is not so fulfilled, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1000 pounds.
11. **FAIR LABOR STANDARDS ACT:** The material covered hereunder was used to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **ENTIRE AGREEMENT:** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the entire agreement between the parties, and no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this document shall be an agreement hereafter made in writing and signed by the party to be bound.

0392233

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE		DUPLICATE													
CUSTOMER'S ORDER NO. 8070		DATE ENTERED 06-07-72	DATE SHIPPED 06-08-72	INVOICE DATE 06-08-72	INVOICE NO. 14-06-50840														
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524				PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW															
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY				MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049 <small>Customer Service Center, St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166</small>															
PPD OR COLLECT COL	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS			SHIPPER NO. 5006911														
SHIPPED FROM SAUGET IL		CAR NO./TT CARRIER MONXC08610		CUSTOMER SERVICE REPRESENTATIVE C JORDAN															
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8000 GL TANK CAR AROCLOX 1016 AT 1040-016-14-0003-47-06-5-02250A FOB SAUGET IL</td> <td>90,900.00 LB .205Q 90,900.00 LB</td> </tr> <tr> <td></td> <td></td> <td>18,634.50</td> </tr> <tr> <td colspan="2">PAGE 1</td> <td>18,634.50</td> </tr> </tbody> </table>								ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	8000 GL TANK CAR AROCLOX 1016 AT 1040-016-14-0003-47-06-5-02250A FOB SAUGET IL	90,900.00 LB .205Q 90,900.00 LB			18,634.50	PAGE 1		18,634.50
ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT																	
1	8000 GL TANK CAR AROCLOX 1016 AT 1040-016-14-0003-47-06-5-02250A FOB SAUGET IL	90,900.00 LB .205Q 90,900.00 LB																	
		18,634.50																	
PAGE 1		18,634.50																	
MR. ARMANDO DEMAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY 07501				SEND COPY INV ADD ON LEFT 0392228															
<small>TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE IMPOSED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS UNDERSTANDING THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.</small>																			

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage, in whole or in part, resulting from the handling, possession or use of the goods by Buyer.
6. **WARRANTY LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than thirty (30) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or government charge of any type or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or transporting the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Buyer, the full amount of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS ON TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before goods are received.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up partially for Buyers:
 - (a) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order,
 - (b) In a case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392229

EXHIBIT D

Monsanto

MONSANTO COMPANY
ST. LOUIS, MISSOURI 63166

DUPLICATE
INVOICE

CUSTOMER'S ORDER NO. 8090	DATE ENTERED 06-23-72	DATE SHIPPED 06-26-72	INVOICE DATE 06-26-72	INVOICE NO. 14-06-53632
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07924		PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049		
TERMS OF PAYMENT CGL AS INDICATED BELOW NET 30 DAYS		SHIPPER NO. 5036462		
SAUGET IL		C JORDAN		

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR AROCLO 1016 AT 89,700.00 LB 1040-016-16-0003-47-06-5-02250A .2050 18,388.50 FUB SAUGET IL 89,700.00 LB	
PAGE 1		18,388.50

MR. M. A. CLARK
UNIVERSAL MFG. CORP
902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
0392226

TERMS AND CONDITIONS: NOTWITHSTANDING ANY DISCREPANCY IN THE QUANTITIES, TERMS THAT MAY BE INDICATED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE STANDARD CONTRACT BETWEEN US WHICH YOUR ORDER IS PLACED. IF PROVIDED IN CONTRACT. UNLESS WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSUME ALL RISK OF LOSS OF THE GOODS SHIPPED HEREUNDER FROM THE DATE OF SHIPMENT. NO OTHER TERMS, CONDITIONS, AGREEMENTS OR OTHER DOCUMENTS SHALL BE BINDING ON US UNLESS THEY ARE IN WRITING AND SIGNED BY US.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, epidemics, embargo, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breaking or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or dispute (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for materials, Seller may abrogate its obligation to supply goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain in full force.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, the to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped thereon and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only upon testing or in further manufacturing all claims shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the specified time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages, resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the net resale price of the goods in respect to which the claim is made, or, at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, if being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any increase in excise or material charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense invoice before paying freight.

10. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and controlled in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understandings or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392227

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE										
CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.										
6117	07-28-72	08-02-72	08-02-72	14-08-58972										
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW											
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049											
TERMS OF PAYMENT NET 30 DAYS			SHIPPER NO. 5090063											
SHIPPED FROM SAUGET IL			CUSTOMER SERVICE REPRESENTATIVE C JORDAN											
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 8000 GL TANK CAR ARUCLUR 1016 1040-016-16-0003-47-06-S-02290A FGB SAUGET IL</td> <td>89,600.00 LB AT 2050 89,600.00 LB</td> </tr> <tr> <td colspan="2"> PAGE 1 </td> <td> 18,368.00 </td> </tr> </tbody> </table>						ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	1 8000 GL TANK CAR ARUCLUR 1016 1040-016-16-0003-47-06-S-02290A FGB SAUGET IL	89,600.00 LB AT 2050 89,600.00 LB	PAGE 1		18,368.00
ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT												
1	1 8000 GL TANK CAR ARUCLUR 1016 1040-016-16-0003-47-06-S-02290A FGB SAUGET IL	89,600.00 LB AT 2050 89,600.00 LB												
PAGE 1		18,368.00												
MR. ARMAND DEMAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY 07501														
SNO CPY INV ADD ON LEFT 0392222														

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

FORCE MAJEURE. Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, strike, embargo, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation equipment, governmental laws, regulations, orders or action, breakdown or failure of machinery or apparatus, national emergency, or any other event beyond the reasonable control of such party, or in the event of labor trouble, strike, lockout or suspension (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may, without obligation to purchase similar goods from other sources, manufacture and sell to its customers, including those not under contract, on such basis as it determines to be equitable. Any event suspended under this section shall be canceled without liability, but this contract shall otherwise remain in full force.

BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

WEIGHTS AND CONTAINERS. In the case of bulk cartload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, deposits are paid for. Such containers must be kept in good condition, must not be used for any material other than that for which they were originally intended, and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

LIMITED WARRANTY. Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

LIMITATION OF LIABILITY. Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever of defective performance, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, Buyer's failure to give notice of any claim within the above time period shall not constitute a bar to the claim, but the claim shall be deemed an absolute and unconditional waiver of such claim, irrespective of the goods when they were taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all consequential damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incident to the collection of goods shall not be paid unless authorized in advance by Seller.

PATENTS. Seller warrants that any goods sold pursuant to this contract, except as made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is notified, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller shall not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations to deliver goods, without penalty, hereafter refuse acceptance of any undelivered goods.

FREIGHT TAXES. Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective, increasing the cost to Seller of producing, shipping or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller in connection with the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

LOSS IN TRANSIT. In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

FAIR LABOR STANDARDS ACT. The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

MISCELLANEOUS. The validity, interpretation and performance of this contract shall be governed by the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392223

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
#CUSTOMER'S ORDER NO.		DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.
#175		10-10-72	10-10-72	10-10-72	14-10-70049
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249			
FED OR COLLECT		DELIVERY F.O.B.	TERMS OF PAYMENT		SHIPPER NO.
COL		AS INDICATED BELOW	NET 30 DAYS		5213020
SHIPPED FROM		CAR NO./TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE		
SAUGET		IL MONX008617	C. JORDAN		
ITEM	DESCRIPTION, PRICE & UNIT				AMOUNT
1	1 8000 GL TANK CAR AROCLO 1016 AT 92,500.00 LB 1040-016-16-0003-47-06-5-02250A .2050 18,962.50 FOB SAUGET IL 92,500.00 LB				
PAGE 1					18,962.50
MR. M.R. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CONN. 06607					0392218
SND CPY INV ADD ON LEFT					

EXHIBIT D

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, epidemic, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or any other event beyond the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain in full force and effect.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods heretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, that no such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped thereon and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract (determined by the number of months in the contract period). Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortages, negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing) or in further manufacture, all claims shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the invoice price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller, after being so notified, permits Seller to control completely the defense or compromise of any such allegation of infringement. Such claim does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7, at any time with respect to any undelivered goods, if being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax (an governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, carrying, or delivering the goods) or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before receipt of goods.
10. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
11. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understandings or agreements purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions a variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default in or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63106		INVOICE <small>DUPLICATE</small>										
CUSTOMER'S ORDER NO. 8132		DATE ENTERED 09-12-72	DATE SHIPPED 09-14-72	INVOICE DATE 09-14-72	INVOICE NO. 14-09-13826									
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2 PAYMENT PLEASE MARK CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW											
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 402 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049											
TERMS OF PAYMENT NET 30 DAYS			INQUIRIES Customer Service Center: St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63106											
SHIP TO SAUGET		DELIVERY F.O.B. AS INDICATED BELOW		SHIPPER NO. 2164223										
SHIP FROM SAUGET		CAR NO./TT CARRIER MLNXC6607		CUSTOMER SERVICE REPRESENTATIVE C. JORDAN										
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 8000 GL TANK CAR AT 1040-014-16-0003-47-06-5-02250A FUR SAUGET IL</td> <td>17,700.00 LB .2030 17,978.50 17,700.00 LB</td> </tr> <tr> <td colspan="2">PAGE 1</td> <td>17,978.50</td> </tr> </tbody> </table>						ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	1 8000 GL TANK CAR AT 1040-014-16-0003-47-06-5-02250A FUR SAUGET IL	17,700.00 LB .2030 17,978.50 17,700.00 LB	PAGE 1		17,978.50
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PAGE 1		17,978.50												
FR. M. H. CLARK UNIVERSAL MFG. CORP 402 CRESCENT AVENUE BRIDGEPORT, CT 06607														
SNC COPY INV ADD CN LEFT 0464708														

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

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1. FORCE MAJEURE. Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, epidemic, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or actions, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or disruption whether or not such labor event is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. WEIGHTS AND CONTAINERS. In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition a refund of the deposit will be made.

4. SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by the contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. LIMITED WARRANTY. Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding section, Seller makes no representation or warranty of any kind, express or implied, as to MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. LIMITATION OF LIABILITY. Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, of defective performance, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any claim for repair for damage not reasonably discoverable within said sixty (60) day period including that discoverable only after the goods are put to further manufacture. All claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or if whether proceeding, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all claims or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or, at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, any personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for negligence or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. PATENTS. Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is advised that Buyer permits Seller to control completely the defense or compromise of any such allegation of infringement, Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, if being agreed that in the event of such termination Buyer shall, without penalty, thereafter return or purchase of any undelivered goods.

8. FREIGHT TAXES. Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or government charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. LOSS IN TRANSIT. In case of breakage or loss in transit, Buyer shall have mitigation of same made on expense (but before carrying freight).

10. FAIR LABOR STANDARDS ACT. The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11. MISCELLANEOUS. The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment of acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

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EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE																										
CUSTOMER'S ORDER NO. 8162		DATE ENTERED 09-27-72	DATE SHIPPED 09-29-72	INVOICE DATE 09-29-72	INVOICE NO. 14-09-68297																									
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2 PAYMENT PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX 8495, BELOW																											
ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TUTOWA, NEW JERSEY			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10049																											
TERMS OF SALE AS INDICATED BY LOGO NET 30 DAYS			INQUIRIES CUSTOMER SERVICE REPRESENTATIVE C. JORDAN																											
SAUGET IL MDN008621			5192034																											
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION</th> <th>PRICE</th> <th>QTY</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 8000 GL TANK CAR</td> <td>93,900.00</td> <td>18</td> <td>1,690,200.00</td> </tr> <tr> <td></td> <td>AROCLOR 1016</td> <td>26.50</td> <td></td> <td>19,249.50</td> </tr> <tr> <td></td> <td>1040-016-16-0003-47-06-5-02250A</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>FOR SAUGET</td> <td>93,900.00</td> <td>18</td> <td>1,690,200.00</td> </tr> </tbody> </table>						ITEM	DESCRIPTION	PRICE	QTY	AMOUNT	1	1 8000 GL TANK CAR	93,900.00	18	1,690,200.00		AROCLOR 1016	26.50		19,249.50		1040-016-16-0003-47-06-5-02250A					FOR SAUGET	93,900.00	18	1,690,200.00
ITEM	DESCRIPTION	PRICE	QTY	AMOUNT																										
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	AROCLOR 1016	26.50		19,249.50																										
	1040-016-16-0003-47-06-5-02250A																													
	FOR SAUGET	93,900.00	18	1,690,200.00																										
MR. ARMAND DEHAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TUTOWA, NEW JERSEY 07501		PAGE 1 19,249.50 SND CPY INV ADD ON LEFT 0464704																												

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERM THAT MAY BE IMPOSED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU AGREE TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

13. **MISCELLANEOUS:** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment of one party alone. This contract shall be binding on the parties and their heirs, assigns, personal representatives and successors in interest to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default on of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any right or remedy, or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE										
CUSTOMER'S ORDER NO. 8220		DATE ENTERED 11-10-72	DATE SHIPPED 11-13-72	INVOICE DATE 11-13-72	INVOICE NO. 14-11-75536									
BILL TO ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSCH, NEW JERSEY 07524			PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW											
SHIPPED TO ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT			MONSANTO COMPANY BOX 8493 CHURCH ST STATION NEW YORK N Y 10249											
TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5269824		CARRIER SAUGET IL MGNXOC8607										
CCL		DELIVERY F.O.B. AS INDICATED BELOW		CUSTOMER SERVICE REPRESENTATIVE C JORDAN										
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>8000 GL TANK CAR ARCCLO 1016 1040-014-16-0003-47-06-3-02290A FOR SAUGET IL</td> <td>94,200.00 LB AT .2050 94,200.00 LB</td> </tr> <tr> <td colspan="2">PAGE 1</td> <td>19,311.00</td> </tr> </tbody> </table>						ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	8000 GL TANK CAR ARCCLO 1016 1040-014-16-0003-47-06-3-02290A FOR SAUGET IL	94,200.00 LB AT .2050 94,200.00 LB	PAGE 1		19,311.00
ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT												
1	8000 GL TANK CAR ARCCLO 1016 1040-014-16-0003-47-06-3-02290A FOR SAUGET IL	94,200.00 LB AT .2050 94,200.00 LB												
PAGE 1		19,311.00												
MR. H. F. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CONN. 06407		END COPY INV ADD ON LEFT 0392215												

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INSTRUCTIONS OR ADDITIONAL TERMS THAT MAY BE INCLUDED ON YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT TO THE EXPRESS CONDITIONS THAT FOLLOW. BY ACCEPTING YOUR ORDER, YOU AGREE TO THE TERMS AND CONDITIONS OF OUR STANDARD TERMS AND CONDITIONS, WHICH ARE AVAILABLE AT THE FOLLOWING URL: www.monsanto.com/terms. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CONTACT US WITHIN 10 DAYS OF THE DATE OF YOUR ORDER. YOUR FAILURE TO DO SO SHALL BE DEEMED AN ACCEPTANCE OF THESE TERMS. THESE TERMS SHALL BE DEEMED TO APPLY TO ALL ORDERS.

EXHIBIT D

FORCE MAJEURE. Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. BUYER'S CREDIT. Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. WEIGHTS AND CONTAINERS. In the case of bulk carload, tank car, tank truck or large shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by the contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantity for which Buyer has not given shipping instructions.

5. LIMITED WARRANTY. Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. LIMITATION OF LIABILITY. Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortages, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discovered within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods takes place thereafter. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the fair market price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage (resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. PATENTS. Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and, if Seller is notified, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. FREIGHT-TAXES. Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. LOSS IN TRANSIT. In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. FAIR LABOR STANDARDS ACT. The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11. MISCELLANEOUS. The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding, or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

FORM NO. 100-102
2-1-18

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EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
CUSTOMER'S ORDER NO. 8119		DATE ENTERED 08-08-72	DATE SHIPPED 08-14-72	INVOICE DATE 08-14-72	INVOICE NO. 14-08-60143
CITY	ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 24 EAST SIXTH STREET PATERSON, NEW JERSEY 07924		2 PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
	ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 402 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 4495 CHURCH ST STATION NEW YORK N Y 10049 INQUIRIES		
PPD OR COLLECT CCL		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5108634
SHIPPED FROM SAUGET		CAR NO./TT CARRIER IL PGAXCC0624	CUSTOMER SERVICE REPRESENTATIVE C JORDAN		
ITEM	DESCRIPTION, PRICE & UNIT				AMOUNT
1	8000 GL TANK CAR				93,300.00 LB
	ARGCLUR 1C16 AT				.2050
	1040-016-16-0603-47-06-3-62290A				
	FUB SAUGET IL				93,300.00 LB
PAGE 1					19,126.50
MR. N.W. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CTNN. 06607			SEND COPY INV AEO CN LEFT 0392220		

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in case of Act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such circumstance, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply among itself and all of its customers, including those not under contract, in an equitable manner. Such deliveries so suspended shall be cancelled without liability, but the contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, or tank truck shipments, shipper's weights shall govern. Where shipment requires use by Seller of carboys, drums, barrels or other returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such container must be kept in good condition and may not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **WARRANTY.** Unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession or use of the goods by Buyer.
6. **LIMIT OF LIABILITY.** All claims for alleged defective goods, shortage or other cause shall be deemed waived unless made in writing and received by Seller within fifteen (15) days after Buyer learns of the alleged defect, but in no event later than sixty (60) days after Buyer's receipt of the goods. Buyer's exclusive remedy shall be for damages, subject, however, to Buyer's agreement that for any and all losses or damages resulting from any cause whatsoever including alleged defective or damaged goods, Seller's liability shall in no event exceed the purchase price thereof, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
8. **FREIGHT - TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 - (1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 - (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** This contract is to be construed according to the laws of the State of Missouri. This document constitutes the full understanding of the parties, and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

0392221

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.	
8225	11-15-72	11-16-72	11-16-72	14-11-75990	
BILL TO ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2 PAYMENT PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
SHIPPED TO ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY		MONSANTO COMPANY BOX 8493 CHURCH ST STATION NEW YORK N Y 10249			
TERMS OF PAYMENT NET 30 DAYS		Customer Service Center: St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		SHIPPER NO. 5272664	
SHIP FROM SAUGET	IL	CAR NO./TT CARRIER MONX008624	CUSTOMER SERVICE REPRESENTATIVE C. JORDAN		

ITEM	DESCRIPTION	PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR AROCLO 1016 1040-016-16-0003-47-06-5-02250A FOB SAUGET IL	AT 93,100.00 LB .2050 93,100.00 LB	19,085.50
<p>THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS (PCBS) WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTANT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DISPOSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS</p>			

PAGE 1

MR. ARMAND DEMAUDO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY 07501	SNO CPY INV ADD ON LEFT 0392210
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TERMS AND CONDITIONS: THIS INVOICE IS A SUMMARY OF THE INVOICE OF THE MONSANTO COMPANY. IT IS NOT A CONTRACT. THE MONSANTO COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE MONSANTO COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE MONSANTO COMPANY IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

EXHIBIT D

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party); which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk, carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claims in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, etc., at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before payment of freight.

10. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

FORM 54 REV 3/72

0392211

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
CUSTOMER'S ORDER NO. 4225		DATE ENTERED 11-15-72	DATE SHIPPED 11-16-72	INVOICE DATE 11-16-72	INVOICE NO. 14-11-75992
BILL TO			PAYMENT: PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
			MONSANTO COMPANY Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		
SHIPPED TO			INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		
TERMS OF PAYMENT: CUL DELIVERY F.O.B.: AS INDICATED BELOW TERMS OF PAYMENT: NET 30 DAYS		SHIPPER NO. 3275664		CUSTOMER SERVICE REPRESENTATIVE C JORDAN	
SHIPPED FROM: SAUGET IL		CAR NO./TT CARRIER: MUNX008624			
ITEM	DESCRIPTION PRICE & UNIT			AMOUNT	
	WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.				
PAGE 2			1980555		
0392212					
<small>TERMS AND CONDITIONS: BY PURCHASING ANY INCORPORATION OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE MONTAGU COMPANY'S TERMS OF SALE WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSUME TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE WAIVER TO SUCH TERMS.</small>					

EXHIBIT D

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, strike, lockout, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation equipment, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national emergency requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or inaction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. If Seller is suspended under this section shall be canceled without liability, but this contract shall otherwise remain in effect.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further shipments under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's failure of responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk cargo, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, this responsibility shall remain in Seller and a deposit in the amount required by Seller must be made at the time the containers are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped thereby and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, short age, discrepancy of any other cause whatsoever (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only as a result of use in further manufacture, all claims shall be deemed waived unless made in writing and received by Seller within ninety (90) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all damages, including damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, processing, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer, do not infringe any patent, nor infringe any valid U.S. patent. This warranty is given upon condition that Buyer is solely liable to Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is, after due notice, permitted to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any increase in governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, assembling, preparing the goods or of procuring materials used thereon, and any tax now in effect or increase in same payable by Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, or any, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have no claim of same made in response to the goods received.

10. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in accordance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

11. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed by the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understandings or agreements purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392213

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.	
8450	12-12-72	12-14-72	12-14-72	14-12-8065	
ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2 PAYMENT PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 402 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249		
INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166					
QUANTITY	UNIT	TERMS OF PAYMENT		QUANTITY NO.	
CUL	AS INDICATED BELOW	NET 30 DAYS		5317839	
SALGEL		14	MCNAGG0615	W MADDOX	
ITEM		DESCRIPTION PRICE & UNIT		AMOUNT	
1	1 8000 GL TANK CAR ARCCLOR 1016 1040-C16-16-0003-47-C6-S-02250A FUB SALGEL IL	AT	94,700.00 LB .2650	19,413.50	
			94,700.00 LB		
THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTENT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPORISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS					
PAGE 1					
PR. N.R. CLARK UNIVERSAL MFG. CORP 502 CRESCENT AVENUE BRIDGEPORT, CONN. 06607		SNC COPY INV ADD ON LEFT		0392205	
<small>TERMS AND CONDITIONS: NOTWITHSTANDING ANY DISCREPANCY OR ADDITIONAL TERMS THAT MAY BE IMPOSED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE MONSANTO COMPANY CONTRACT. IF YOU ORDER FROM A MONSANTO COMPANY, WE ACCEPT YOUR ORDER ONLY ON THE MONSANTO COMPANY CONTRACT. IF YOU ORDER FROM A MONSANTO COMPANY, WE ACCEPT YOUR ORDER ONLY ON THE MONSANTO COMPANY CONTRACT. IF YOU ORDER FROM A MONSANTO COMPANY, WE ACCEPT YOUR ORDER ONLY ON THE MONSANTO COMPANY CONTRACT.</small>					

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, strike, inability to obtain fuel, power, raw materials, sales, containers, or transportation facilities, governmental laws, embargoes, orders of action, breakage or failure of machinery or apparatus, failure of defense requirements, or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or equivalent, whether or not such event is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be resumed without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's failure of responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk, barrel, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, failure to return such containers shall result in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantity for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, shall be deemed waived unless, in writing, made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not to be manifestly discoverable within said sixty (60) day period including that discoverable only in processing or in further manufacture, all claims shall be deemed waived unless, made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods to which the claim is made, or the price of the goods, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, processing, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective, increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any law, now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notification of same made on expense bill before leaving freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
(1) A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
(2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392206

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.	
8230	12-12-72	12-14-72	12-14-72	14-12-80045	
PAYMENT PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			MONSANTO COMPANY		
			INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		
THE PRICE IS	DELIVERY F.O.B.	TERMS OF PAYMENT		SHIPPER NO.	
COL	AS INDICATED BELOW	NET 30 DAYS		5317839	
SHIPPED FROM	CAR NO./TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE			
SAUGET	11 MONXOC8615	M MAGDOX			
ITEM	DESCRIPTION, PRICE & UNIT				AMOUNT
	WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- NENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.				
PAGE 2					19,413.50
					0392207

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction whether or not such labor event is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (including defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or all the election at Seller's option the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
11) A delivery of not less than 80% of the order will be considered a complete fulfillment of the order.
21) In case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default on the part of either party, or any right or remedy, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392208

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

EXHIBIT D

TERMS AND CONDITIONS

1st FORCE MAJEURE - Obligations may be suspended by either party in the event of Act of God, War, riot, pestilence, insurrection, fire, strike, etc. relating to subject matter, power, raw materials, labour, containers, transportation, etc. Obligations may be suspended, suspended or annulled, breakdown or failure of machinery in apparatus, but not strikes, insurrection, pestilence, fire, etc. relating to subject matter or within the territory of the country of the party presenting the performance. In addition, destruction or disappearance of a shipment of the goods or of a material upon which the contract is based, may constitute a force majeure event. In such event, Seller is unable to supply the total quantity of the goods and is not obliged to deliver the goods supplied. In such event, Buyer is not obliged to accept the goods delivered and is not obliged to make payment. In such event, the contract is terminated under contract, but such termination is determined by the competent authority.

[illegible][illegible]

4. SHIPMENTS. The quantity shipped in any contract month may be limited by Seller to either (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by the contract as ordered by the quantity of shipments in the contract period. Seller shall not be bound to tender delivery of any quantities in which Buyer has not given shipping instructions.

LIMITED WARRANTY: Seller's limited warranty obligations of Section B and unless otherwise provided herein. Small amounts of dust and trace of debris may be found. Not conform to Seller's standard specifications. Subject to the paragraph hereunder and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATERIAL MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

[illegible]

7. PATENTS. Buyer warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, shall not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any such infringement, in writing, of which such infringement is alleged, and, if Seller is the first to learn that Buyer intends to continue to purchase the defective goods, of such alleged infringement. Seller does not warrant that the use of any goods sold hereunder, in articles made by third parties, or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, if it is agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

7. **FREIGHT TAXES.** Any and all duties or freight rates paid by Seller on shipments covered by this contract and any fee for transportation charges or increase in same hereafter becoming effective increasing the cost to Seller of producing, obtaining, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

3. LOSS IN TRANSIT In case of breakage or loss in transit, Buyer shall have no claim on Seller.

(1) **PLASTIC MATERIALS**—The cause of the Conditions involved in the manufacture of plastic materials, where an order is for a product to be made up, specify for Buyer:

1. A tolerance of not less than 30% of the order will be considered a complete fulfillment of the order.
2. In case of an over run, Seller (seller and Buyer) will accept any such excess up to 10% of the order without more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12 MISCELLANEOUS: The validity, interpretation and performance of this contract shall be governed by and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No condition, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by both Seller and Buyer. Any modification shall be effected by the acknowledgment in writing of both Seller and Buyer. No oral modification shall be effective. This contract shall constitute acceptance of purchase order or sales order. In the event of conflict between the contract and purchase order or sales order, the contract shall prevail. No waiver by either Seller or Buyer with respect to any breach of any term, condition, covenant or warranty herein shall constitute a continuing waiver of such breach or any right or remedy, and no course of dealing shall be deemed to constitute a continuing waiver of any breach of any term, condition, covenant or warranty herein. No waiver by either Seller or Buyer with respect to any breach of any term, condition, covenant or warranty herein shall constitute a continuing waiver of such breach or any right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392202

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63168		DUPLICATE										
INVOICE														
CUSTOMER'S ORDER NO. 8254	DATE ENTERED 12-12-72	DATE SHIPPED 12-15-72	INVOICE DATE 12-19-72	INVOICE NO. 14-12-80426										
TO BILL TO TO SHIP TO 			PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW											
			MONSANTO COMPANY											
MAIL INQUIRIES TO			Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63168											
TERMS OF PAYMENT COL	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5318977										
SHIPPED FROM SAUGET	CAR NO./TT CARRIER 1L MONX008626	CUSTOMER SERVICE REPRESENTATIVE M MADDOX												
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="2"> WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS. </td> <td></td> </tr> <tr> <td colspan="2"> PAGE 2 </td> <td> 18,943.00 </td> </tr> </tbody> </table>						ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.			PAGE 2		18,943.00
ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT												
WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.														
PAGE 2		18,943.00												
0392203														

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements, or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or inaction by either or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped thereon and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only on processing or in further manufacture), all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all damages or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or in the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates, paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an expense bill for a product is to be made up specially for Buyer:
 1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 2. A excess of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0392204

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
CUSTOMER'S ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.	
8307	01-12-73	01-15-73	01-15-73	14-01-84527	
SHIPPED TO	ELECTRONIC COMPONENTS DIVISION UNIVERSAL MANUFACTURING CORPORATION 19 EAST SIXTH STREET PATENSON, NEW JERSEY 07524		2		
	ELECTRONIC COMPONENTS INC UNIVERSAL MANUFACTURING CORP 502 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		PAYMENT MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249 INQUIRIES Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. ST. LOUIS, MISSOURI 63166		
TERMS OF PAYMENT	DELIVERY FOB	TERMS OF PAYMENT		SHIPPER NO.	
LCI	AS INDICATED BELOW	NET 30 DAYS		5365903	
SHIPPED FROM	CAR NO./TT	CARRIER	CUSTOMER SERVICE REPRESENTATIVE		
SAUGET	IL	MUNX008604	C JORDAN		
ITEM	DESCRIPTION, PRICE & UNIT			AMOUNT	
1	1 8000 GL TANK CAR AROCLOX 1016 AT 93,000.00 LB 1040-016-16-0003-47-06-S-02250A .2050 19,065.00 FCB SAUGET IL 93,000.00 LB				
THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS (PCBS) WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTENT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS					
PAGE 1					
MR. N.R. CLARK UNIVERSAL MFG. CORP 902 CRESCENT AVENUE BRIDGEPORT, CONN. 06607		SEND COPY INV ADD ON LEFT 0399412			

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, robbery, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, Breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or, in the event of labor trouble, strike, lockout or injunction, whether or not such labor event is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers (tie to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped thereon and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, defective performance, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacturing), all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and uncancellable waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods and have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all claims or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, processing, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any patent or copyright infringement in which such infringement is alleged, and if Seller is affected, that Buyer notify Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, or Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have no claim on expense of return freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order is for a product to be made up specially for Buyer:

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
2. In case of an order run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be pressed in writing signed by the party to be bound.

0399413

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
		INVOICE			
CUSTOMER'S ORDER NO. 8307		DATE ENTERED 01-12-73	DATE SHIPPED 01-15-73	INVOICE DATE 01-15-73	INVOICE NO. 14-01-84527
BILL TO			PAYMENT PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
			MONSANTO COMPANY NAME INQUIRIES		
SHIPPED TO			Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. ST. LOUIS, MISSOURI 63166		
INC. OR COLLECT CUL	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5365903	
SHIPPED FROM SAUGEI IL		CAR NO./TT CARRIER MONX028604		CUSTOMER SERVICE REPRESENTATIVE C JORDAN	
ITEM	DESCRIPTION PRICE & UNIT				AMOUNT
WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.					
PAGE 2					19,065.00
0399414					
TERMS AND CONDITIONS: NOTWITHSTANDING ANY DISCREPANCY OR ADDITIONAL TERMS THAT MAY BE ENCLOSED ON YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE FOLLOWS: CONDITIONS THAT YOU AGREE TO THE TERMS CONTAINED HEREIN AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE WAIVER TO SUCH TERMS.					

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended in either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, strike by labor, or other causes beyond the reasonable control of either party, or in the event of labor trouble, national defense requirements, or any other event beyond the reasonable control of either party, which event strikes, occurs, or is imminent, whether or not such event is within the reasonable control of either party, which event prevents the manufacture, shipment, acceptance or subscription of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be resumed without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk cartons, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, use of such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract as varied by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (including performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance, a not conclusively discoverable within said sixty (60) day period including that discoverable only in processing or in further manufacture or claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods has taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause, whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or, at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, if being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax (including a charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill, within ninety (90) days.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an exact copy for a product to be made up specially for Buyer:

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
2. In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The materials covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399415

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63168		DUPLICATE INVOICE										
CUSTOMER'S ORDER NO. 8321		DATE ENTERED 01-24-73	DATE SHIPPED 01-25-73	INVOICE DATE 01-25-73	INVOICE NO. 14-01-66277									
BUILT TO SHIPPED TO	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2 PAYMENT PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW											
	ELECTRONIC COMPONENTS DIV UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TUTTOWA, NEW JERSEY		MONSANTO COMPANY BOX 8445 CHURCH ST STATION NEW YORK N Y 10249											
TERMS OF PAYMENT CCL		DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 1384359									
SHIPPED FROM SAUGET		CAR/VOLV. CARRIER 1L MGHXC06618	CUSTOMER SERVICE REPRESENTATIVE C JORDAN											
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 8000 GL TANK CAR ARGGLOR 1016 1040-016-16-0003-47- -S-02250A FUR SAUGET 1L</td> <td>91,300.00 LB .2030 14,716.50 91,300.00 LB</td> </tr> <tr> <td colspan="3"> <p>THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS XPCBS WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTENT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS</p> </td> </tr> </tbody> </table>						ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	1 8000 GL TANK CAR ARGGLOR 1016 1040-016-16-0003-47- -S-02250A FUR SAUGET 1L	91,300.00 LB .2030 14,716.50 91,300.00 LB	<p>THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS XPCBS WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTENT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS</p>		
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PAGE 1														
MR. ARMAND DEMAURO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TUTTOWA, NEW JERSEY 07501		SNC-CPY INV ADD GR LEFT 0399408												

TERMS AND CONDITIONS, NOTWITHSTANDING ANY DISCOUNT OR ADDITIONAL TERMS THAT MAY BE EMPLOYED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO WRITTEN CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPLICIT UNDERSTANDING OF AGREEMENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREON, AND YOUR ACCEPTANCE AND ACCEPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, drought, flood, shortage, inability to obtain raw material, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakdown or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lock-out, boycott, quarantine or not such labor incident within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, amongst itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be resumed without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial reports become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk, carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, these such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other (Auto-whatever) defective performance, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only in processing or in further manufacture, all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for a loss and damages or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidents of or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer, accord to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is notified that Buyer claims Seller to control completely the defense or compromise of any such allegation of infringement, Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
2. In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399409

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		INVOICE DUPLICATE	
CUSTOMER'S ORDER NO. 8321	DATE ENTERED 01-24-73	DATE SHIPPED 01-25-73	INVOICE DATE 01-25-73	INVOICE NO. 14-01-84277	
BILL TO SHIPPED TO			PAYMENT PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW MONSANTO COMPANY		
			MAIL INQUIRIES Monsanto Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		
TERMS OF PAYMENT CC	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5384359	
SHIPPED FROM SALGET	CAR NO./TT CARRIER IL MONXCC6618	CUSTOMER SERVICE REPRESENTATIVE C JORDAN			
ITEM			DESCRIPTION, PRICE & UNIT		AMOUNT
			WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.		
			PAGE 2		18,716.50
0399410					
<small>TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE IMPOSED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US, UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXEMPT CONDITIONS THAT YOU ASSENT TO BY THE FIRM COMPANY ABOVE AND OUR REVERSE SIDE HEREOF. AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE AGRANT TO SUCH TERMS.</small>					

EXHIBIT D

TERMS AND CONDITIONS.

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders of action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction, whether or not such labor events is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only in processing or in further manufacture, all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to defend completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller in shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

1. a delivery of not less than 90% of the order will be considered a complete fulfillment of the order;
2. in case of an order run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default of or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399411

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
SHIP TO ORDER NO.	DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.	
0333	02-17-73	02-15-73	02-15-73	14-02-89377	
CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2 PAYMENT PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249 INQUIRIES <small>Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166</small>		
SHIP FROM	DELIVERY TO B	TERMS OF PAYMENT		SHIPPER NO.	
CUL	AS INDICATED BELOW	NET 30 DAYS		541063	
SAUGET	IL	MDHX008620	CUSTOMER SERVICE REPRESENTATIVE		
C. JORDAN					

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	BGGD GL TANK CAR	91,300.00 LB
	AKUCLOP 1016	.2050
	1640-C16-16-0003-47-06-S-0225CA	16,716.50
	FOR SAUGET IL	91,300.00 LB

THIS PRODUCT CONTAINS
POLYCHLORINATED BIPHENYLS
(PCBS) WHICH SOME STUDIES
HAVE SHOWN MAY BE PERSISTANT
AN ENVIRONMENTAL CONTAMINANT
AND POSSIBLY INJURIOUS TO
CERTAIN FORMS OF BIRD AQUATIC
AND ANIMAL LIFE. PREVENT ANY

ENTRY INTO THE ENVIRONMENT
THROUGH SPILLS LEAKAGE DIS-
POSAL VAPOURISATION RE-USE
OF CONTAINERS OR OTHERWISE.
SPILLS LEAKAGES AND WASTE
PRODUCT MUST BE COLLECTED.
USE OF THIS PRODUCT MUST BE
RESTRICTED TO APPLICATIONS

PAGE 1

MR. W. P. CLARK
UNIVERSAL MFG. CORP
902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607

SND CPY INV ADD ON LEFT

0451264

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCORPORATION OF ADDITIONAL TERMS THAT MAY BE EMERGED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE STANDARD CONDITIONS OF SALE WHICH ARE PRINTED ON THE BACK OF THIS INVOICE. IF YOU ACCEPT YOUR ORDER, YOU AGREE TO THE TERMS AND CONDITIONS OF SALE WHICH ARE PRINTED ON THE BACK OF THIS INVOICE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF SALE, YOU MUST NOTIFY US WITHIN 10 DAYS OF THE DATE OF YOUR ORDER. IF YOU DO NOT NOTIFY US WITHIN 10 DAYS, YOUR ORDER WILL BE ACCEPTED AS SUBJECT TO THE TERMS AND CONDITIONS OF SALE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF SALE, YOU MUST NOTIFY US WITHIN 10 DAYS OF THE DATE OF YOUR ORDER. IF YOU DO NOT NOTIFY US WITHIN 10 DAYS, YOUR ORDER WILL BE ACCEPTED AS SUBJECT TO THE TERMS AND CONDITIONS OF SALE.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence of any other cause whatsoever (including defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incident, or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is notified, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any rise in governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring material used therein, and any tax now, in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before freight is paid.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
2. In case of an over-shipment, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0451265

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63168		DUPLICATE	
INVOICE					
CUSTOMER & ORDER NO.		DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.
8333		02-07-73	02-15-73	02-15-73	14-02-89377
<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Q. THE Q. CLAIMS SHIPPED TO </div>		PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
		MONSANTO COMPANY			
MAIL INQUIRIES TO		Customer Service Center, St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. ST. LOUIS, MISSOURI 63168			
SHIP TO	DELIVERY TO JOB	TERMS OF PAYMENT		SHIPPER NO.	
COL	AS INDICATED BELOW	NET 30 DAYS		5416663	
SHIPPED FROM	CAN AD/TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE			
SAUGET	IL MONX008620	C. JORDAN			

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
------	---------------------------	--------

WHICH CAN BE CONTROLLED SO
THAT ENTRY INTO THE ENVIRON-
MENT DOES NOT OCCUR AND TO
APPLICATIONS IN WHICH IT CAN-
NOT COME INTO CONTACT WITH
FOOD ANIMAL FEEDSTUFFS OR
PHARMACEUTICALS.

PAGE 2 18,716.50

0451266

TERMS AND CONDITIONS: NOTWITHSTANDING ANY DISCREPANCY OR ADDITIONAL TERMS THAT MAY BE INDICATED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE MONSANTO COMPANY'S STANDARD TERMS AND CONDITIONS WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON OUR STANDARD CONDITIONS AND AGREE TO THE TERMS OF THE MONSANTO COMPANY'S STANDARD TERMS AND CONDITIONS. YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE MONSANTO COMPANY'S STANDARD TERMS AND CONDITIONS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortages, negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only in processing or in further manufacture, all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may at Seller's option be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense for further shipping freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an extra 1% for a product to be made up specially for Buyer.

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.

2. In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

3 of 4 - ENCL.

0451267

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
PURCHASER'S ORDER NO. 8338		DATE ENTERED 02-12-73	DATE SHIPPED 03-06-73	INVOICE DATE 03-06-73	INVOICE NO. 14-03-02-69
BILL TO	CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2		
	CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249 INQUIRIES		
SHIP TO		PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
FED. TAX ID		TERMS OF PAYMENT		SHIPPER NO.	
CUL		NET 30 DAYS		541670	
SHIPPED FROM		CAR NO./TY CARRIER		CUSTOMER SERVICE REPRESENTATIVE	
SAUGET		IL MJNX008622		C JORDAN	

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR AROCLOR 1016 1/4" 16-16-08-3-47-06-S-02250A FOB SAUGET IL	91,900.00 LB AT 2050 16,839.5 91,900.00 LB
THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS (PCBS) WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTENT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS		

PAGE 1 16,839.5

MR. N.R. CLARK
UNIVERSAL MFG. CORP
902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607

SHD CPY INV ADD ON LEFT

0451268

READ AND UNDERSTAND THE FOLLOWING AND ANY ADDITIONAL TERMS THAT MAY BE SHIPPED IN YOUR PURCHASE ORDER. WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE LATEST COMPANY THAT IS APPLICABLE TO THE TERMS CONTAINED ABOVE AND ON THE TERMS YOU HERETO. AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ACCEPTANCE OF THE TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (including defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, processing, use or resale of the goods by Buyer. In no event shall Seller be liable for incident, or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit, alleging Buyer or which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods if being agreed that in the event of such termination Buyer may, without penalty thereafter, refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any increase in governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, packing or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In the event of breakage or loss in transit, Buyer shall have no claim on expense of return postage freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an increase in price is required to be made up specially for Buyer:

1. In the event of an order for less than 90% of the order will be considered a complete fulfillment of the order.
2. In the event of an order for more than 90% of the order, Seller may deliver and Buyer will accept only such excess up to 10% of the order but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy unless such waiver be expressed in writing signed by the party to be bound.

0451269

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63108		DUPLICATE							
INVOICE											
CUSTOMER'S ORDER NO. 8354	DATE ENTERED 03-02-73	DATE SHIPPED 03-14-73	INVOICE DATE 03-14-73	INVOICE NO. 14-03-4574							
CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2 PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW								
CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TUTOWA, NEW JERSEY			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249								
TERMS OF PAYMENT NET 30 DAYS			SHIPPER NO. 5426308								
SHIPPED FROM SAUGET IL		CAR NO./PT. CARRIER HGNXCC861U		CUSTOMER SERVICE REPRESENTATIVE C JORDAN							
<table border="1"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION, PRICE & UNIT</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 8000 GL TANK CAR AROCOR 1016 AT 1-40-16-16-0003-47-C6-S-02250A FOB SAUGET IL 92,900.00 LB 2050 92,900.00 LB</td> <td>19,144.5</td> </tr> </tbody> </table> <p>THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS PCBS WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTENT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DIS- POSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS</p>						ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT	1	1 8000 GL TANK CAR AROCOR 1016 AT 1-40-16-16-0003-47-C6-S-02250A FOB SAUGET IL 92,900.00 LB 2050 92,900.00 LB	19,144.5
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PAGE 1											
Mr. ARMAND DEMARO ELECTRONIC COMPONENTS DIV UNIVERSAL MFG CORP 11 JACKSON ROAD TUTOWA, NEW JERSEY 07521 0399193											

TERMS AND CONDITIONS: BY PURCHASING ANY PRODUCT OF MONSANTO, YOU AGREE TO THE TERMS AND CONDITIONS OF SALE WHICH ARE SET FORTH IN THE MONSANTO COMPANY'S CATALOGUE. IF NO SUCH CATALOGUE IS AVAILABLE, YOU AGREE TO THE TERMS AND CONDITIONS OF SALE WHICH ARE SET FORTH IN THE MONSANTO COMPANY'S STANDARD TERMS AND CONDITIONS OF SALE. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO ALL ORDERS PLACED WITH MONSANTO COMPANY, WHETHER BY DIRECT PURCHASE OR THROUGH A SALES REPRESENTATIVE. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO ALL ORDERS PLACED WITH MONSANTO COMPANY, WHETHER BY DIRECT PURCHASE OR THROUGH A SALES REPRESENTATIVE. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO ALL ORDERS PLACED WITH MONSANTO COMPANY, WHETHER BY DIRECT PURCHASE OR THROUGH A SALES REPRESENTATIVE.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, strikes or lockouts, bridge or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of later trouble, strike, lockout or inability whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be suspended without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it if the Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial requirements become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk, carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of this deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, freight paid or any other claim whatsoever (including defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture), all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is notified, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 2. In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399194

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63165		INVOICE DUPLICATE	
CUSTOMER'S ORDER NO. 8359		DATE ENTERED 03-02-73	DATE SHIPPED 03-19-73	INVOICE DATE 03-19-73	INVOICE NO. 14-03-44574
BILL TO SHIPPED TO			PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
			MONSANTO COMPANY		
			MAIL INQUIRIES TO Customer Service Center, St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63165		
11 C/CA COLLECT COL	DELIVERY F.O.B. AS INDICATED BELOW	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5452188	
SHIPPED FROM SAUGET	CAR NO./TT CARRIER 1L PCNXC0610	CUSTOMER SERVICE REPRESENTATIVE C. J. CROAN			
ITEM	DESCRIPTION, PRICE & UNIT				AMOUNT
	WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.				
PAGE 2					19,044.50
					0399195
<small>TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMPLOYED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY TO THE FINEST CONDITIONS THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.</small>					

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction. Whether or not such labor event is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
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6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period including that discoverable only within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's special orders, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit, involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permits Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of production by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price hereon specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
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 - (2) In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed by the laws of the State of Missouri. This contract constitutes the full understanding and agreement between the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understandings or agreements purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right in, remedy, or no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399196

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsar		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
CITY ORDER & ORDER NO. 0379		DATE ENTERED 03-22-73	DATE SHIPPED 03-28-73	INVOICE DATE 03-28-73	INVOICE NO. 14-03-614
BILL TO CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524			2 PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
SHIP TO CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 11 JACKSON ROAD TOTOWA, NEW JERSEY			MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249		
INQUIRIES			Customer Service Center: St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		
TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 542792			
CARRIER SAUGET IL MONXCO625		CUSTOMER SERVICE REPRESENTATIVE C JORDAN			

ITEM	DESCRIPTION	PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR AROCLO 1016 1040-016-16-0003-47-06-5-02250A FOB SAUGET IL	AT 87,700.00 LB .2050 87,700.00 LB	17,970.50

THIS PRODUCT CONTAINS
POLYCHLORINATED BIPHENYLS
PCBS WHICH SOME STUDIES
HAVE SHOWN MAY BE PERSISTENT
AN ENVIRONMENTAL CONTAMINANT
AND POSSIBLY INJURIOUS TO
CERTAIN FORMS OF BIRD AQUATIC
AND ANIMAL LIFE. PREVENT ANY
ENTRY INTO THE ENVIRONMENT
THROUGH SPILLS LEAKAGE DIS-
POSAL VAPORISATION RE-USE
OF CONTAINERS OF OTHERWISE.
SPILLS LEAKAGES AND WASTE
PRODUCT MUST BE COLLECTED.
USE OF THIS PRODUCT MUST BE
RESTRICTED TO APPLICATIONS

PAGE 1

MR. ARMAND DEMAURO
ELECTRONIC COMPONENTS DIV
UNIVERSAL MFG CORP
11 JACKSON ROAD
TOTOWA, NEW JERSEY 07501

5ND CFY INV ADD CN LEFT
0451270

TERMS AND CONDITIONS: NOTWITHSTANDING ANY DISCREPANCY OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US, UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS UNDERSTANDING THAT YOU AGREE TO THE TERMS, CONDITIONS, ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ACCEPTANCE OF SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders of action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
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4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damages or defective goods, shortage, negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period, including that discoverable only in processing or in further manufacture, all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim of suit involving Buyer in which such infringement is alleged and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any rate now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
 1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
 2. In case of an over run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0451271

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
CUSTOMER'S ORDER NO.		DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.
8179		03-22-73	03-28-73	03-28-73	14-03-614
BILL TO			PAYMENT		
			PLEASE HAVE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
SHIPPED TO			MONSANTO COMPANY		
			SALE INQUIRIES		
CUL		AS INDICATED BELOW		NET 30 DAYS	SHIPPER NO.
SHIPPED FROM		CAR NO./TT CARRIER		CUSTOMER SERVICE REPRESENTATIVE	
SAUSET		IL MUNX000625		C JORDAN	5487796
ITEM		DESCRIPTION, PRICE & UNIT			AMOUNT
		WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN- NOT COME INTO CONTACT WITH FOOD ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.			
		PAGL 2			17,976.56

0451272

TERMS AND CONDITIONS: NOTWITHSTANDING ANY DISCREPANCY OR ADDITIONAL TERMS THAT MAY BE IMPOSED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITIONS THAT YOU ASSENT TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ACCEPTANCE TO SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or actions, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, of defective performance, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only upon processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or, at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in combination with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, if being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective, increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense receipt, and no protest.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order is shipped in excess of ten made up specially for Buyer:
1. A. a very small excess (not more than 90% of the order) will be considered a complete fulfillment of the order;
2. B. any excess of over 90% Seller may deliver and Buyer will accept any such excess up to 10% of the order, and not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and is complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0451273

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
CUSTOMER ORDER NO. 8384		DATE ENTERED 03-23-73	DATE SHIPPED 03-30-73	INVOICE DATE 03-30-73	INVOICE NO. 14-03-8884
BILL TO CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2 PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
SHIP TO CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		MONSANTO COMPANY BOX 8495 CHURCH ST STATION NEW YORK N Y 10249 INQUIRIES			
COUNTRY COL		TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 54900CB	
SHIP FROM SAUGET		CARRIER IL MONX008601		CUSTOMER SERVICE REPRESENTATIVE C JORDAN	
DESCRIPTION, PRICE & UNIT					AMOUNT
1 1 8000 GL TANK CAR					92,800.00 LB
AROCOR 1016 AT					.2050
1040-016-16-0003-47-06-5-02250A					19,024.00
FOB SAUGET IL					92,800.00 LB
<p>THIS PRODUCT CONTAINS POLYCHLORINATED BIPHENYLS (PCBS) WHICH SOME STUDIES HAVE SHOWN MAY BE PERSISTANT AN ENVIRONMENTAL CONTAMINANT AND POSSIBLY INJURIOUS TO CERTAIN FORMS OF BIRD AQUATIC AND ANIMAL LIFE. PREVENT ANY ENTRY INTO THE ENVIRONMENT THROUGH SPILLS LEAKAGE DISPOSAL VAPOURISATION RE-USE OF CONTAINERS OR OTHERWISE. SPILLS LEAKAGES AND WASTE PRODUCT MUST BE COLLECTED. USE OF THIS PRODUCT MUST BE RESTRICTED TO APPLICATIONS</p>					
PAGE 1					
MR. N.R. CLARK		END CFY INV ACC GR LEFT			
UNIVERSAL MFG. CORP					
902 CRESCENT AVENUE					
BRIDGEPORT, CONN. 06607		0451274			

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENCY OR ADDITIONAL TERMS THAT MAY BE IMPOSED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE MONSANTO CONTRACT SET FORTH IN THE MONSANTO INDUSTRIAL CHEMICALS CO. (MICH) CONTRACT. IF YOU PURCHASE FROM US, WE ACCEPT YOUR ORDER ONLY ON THE EXPLICIT CONDITIONS THAT YOU AGREE TO THE TERMS OF THE MONSANTO CONTRACT SET FORTH IN THE MONSANTO INDUSTRIAL CHEMICALS CO. (MICH) CONTRACT. YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ACCEPTANCE TO SUCH TERMS.

EXHIBIT D

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months; or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, "defective performance", shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all claims or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, packing, or delivering the goods or of producing materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill, before paying the freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
2. In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0451275

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE	
INVOICE					
PURCHASER'S ORDER NO.		DATE ENTERED	DATE SHIPPED	INVOICE DATE	INVOICE NO.
6384		03-23-73	03-30-73	03-30-73	14-03-06884
QUANTITY QTY ORDERED		PAYMENT PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW			
		MONSANTO COMPANY			
		MAX INQUIRIES Customer Service Center, St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. ST. LOUIS, MISSOURI 63166			
TERMS OF PAYMENT	DELIVERY TO B	TERMS OF PAYMENT		SHIPPER NO.	
COL	AS INDICATED BELOW	NET 30 DAYS		9496008	
SHIP FROM	CAR NO/TT CARRIER	CUSTOMER SERVICE REPRESENTATIVE			
SAUGET	IL MDX008601	C JORDAN			
ITEM	DESCRIPTION, PRICE & UNIT			AMOUNT	

WHICH CAN BE CONTROLLED SO
THAT ENTRY INTO THE ENVIRON-
MENT DOES NOT OCCUR AND TO
APPLICATIONS IN WHICH IT CAN-
NOT COME INTO CONTACT WITH
FOOD ANIMAL FEEDSTUFFS OR
PHARMACEUTICALS.

PAGE 2

19,024.00

0451276

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCORPORATION OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE REVERSE CONTRACT BETWEEN US, UNLESS SHOWN YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXHIBIT CONDITIONS THAT ATTACH TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SET HEREOF. AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE AGREEMENT TO SUCH TERMS.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.

2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.

3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, if defective performance, shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incidental or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.

7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and if Seller is affected, that Buyer permit Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, if being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.

8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price hereon specified.

9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on expense bill before paying freight.

10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:

1. A delivery of not less than 90% of the order will be considered a complete fulfillment of the order.
2. In case of an over-run, Seller may deliver and Buyer will accept any such excess up to 10% of the order, but not more than 1,000 pounds.

11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.

12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance or purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0451277

EXHIBIT D

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63168		DUPLICATE	
INVOICE					
CUSTOMER'S ORDER NO. 8463		DATE ENTERED 04-06-73	DATE SHIPPED 04-20-73	INVOICE DATE 04-20-73	INVOICE NO. 14-04-10037
BILL TO	CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORPORATION 29 EAST SIXTH STREET PATERSON, NEW JERSEY 07524		2		
	CAPACITOR DIVISION UNIVERSAL MANUFACTURING CORP 902 CRESCENT AVENUE BRIDGEPORT, CONNECTICUT		Monsanto Company BOX 8493 CHURCH ST STATION NEW YORK N Y 10249		
SHIP TO	PAYMENT		PLEASE MAKE CHECKS PAYABLE TO: MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW		
	Monsanto Company BOX 8493 CHURCH ST STATION NEW YORK N Y 10249		Customer Service Center - St. Louis MONSANTO INDUSTRIAL CHEMICALS CO ST. LOUIS, MISSOURI 63168		
TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5521752			
CUSTOMER SERVICE REPRESENTATIVE C JORDAN					

ITEM	DESCRIPTION, PRICE & UNIT	AMOUNT
1	1 8000 GL TANK CAR ARCCLOR 1016 1040-016-16-0003-47-08-S-02250A FCB SALGET 1L	92,700.00 LB -2090 19,003.50 92,700.00 LB

THIS PRODUCT CONTAINS
POLYCHLORINATED BIPHENYLS
(PCBS) WHICH SOME STUDIES
HAVE SHOWN MAY BE PERSISTANT
AN ENVIRONMENTAL CONTAMINANT
AND POSSIBLY INJURIOUS TO
CERTAIN FORMS OF BIRD AQUATIC
AND ANIMAL LIFE. PREVENT ANY

ENTRY INTO THE ENVIRONMENT
THROUGH SPILLS LEAKAGE DIS-
POSAL VAPORISATION RE-USE
OF CONTAINERS OR OTHERWISE.
SPILLS LEAKAGES AND WASTE
PRODUCT MUST BE COLLECTED.
USE OF THIS PRODUCT MUST BE
RESTRICTED TO APPLICATIONS

PAGE 1

PR. N.R. CLARK
UNIVERSAL MFG. CORP
902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607

SEND COPY INV ADD ON LEFT

0399172

TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCORPORATION OF ADDITIONAL TERMS THAT MAY BE EMPLOYED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO WRITTEN CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXCESS CONDITION THAT YOU AGREE TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction, whether or not such labor event is within the reasonable control of such party, which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or large shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants that the goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever (defective performance), shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacturing), all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period shall not constitute an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods, in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Buyer. In no event shall Seller be liable for incident, or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and, if Seller is notified, that Buyer joins Seller to contest completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight rates paid by Seller on shipments covered by this contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Seller's option, be added to the price herein specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have no liability of same made on expense bill before paying freight.
10. **PLASTIC MATERIALS.** Because of the conditions involved in the manufacture of plastic materials, where an order calls for a product to be made up specially for Buyer:
1. A severity of not less than 90% of the order will be considered a complete fulfillment of the order.
 2. In case of an overrun, Seller may deliver and Buyer will accept any such excess up to 10% of the order but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material covered hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399173

EXHIBIT D

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Monsanto		MONSANTO COMPANY ST. LOUIS, MISSOURI 63166		DUPLICATE INVOICE	
CUSTOMER'S ORDER NO. 8463		DATE ENTERED 04-06-73	DATE SHIPPED 04-20-73	INVOICE DATE 04-26-73	INVOICE NO. 14-04-10037
BILL TO SHIPPED TO			PAYMENT PLEASE MAKE CHECKS PAYABLE TO MONSANTO COMPANY MAIL TO P.O. BOX LISTED BELOW MONSANTO COMPANY		
			MAIL INQUIRIES Customer Service Center: St. Louis MONSANTO INDUSTRIAL CHEMICALS CO. St. Louis, Missouri 63166		
COL	DELIVER TO	TERMS OF PAYMENT NET 30 DAYS		SHIPPER NO. 5521752	
SHIPMENT FROM SALGET IL		CARRIER MCAXUC8625		CUSTOMER SERVICE REPRESENTATIVE C JORDAN	
ITEM		DESCRIPTION PRICE & UNIT			AMOUNT
WHICH CAN BE CONTROLLED SO THAT ENTRY INTO THE ENVIRON- MENT DOES NOT OCCUR AND TO APPLICATIONS IN WHICH IT CAN NOT COME INTO CONTACT WITH FEED ANIMAL FEEDSTUFFS OR PHARMACEUTICALS.					
PAGE 2					19,063.50
0399174					
TERMS AND CONDITIONS: NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, WE ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE MASTER CONTRACT BETWEEN US, UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS, WE ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSUME TO THE TERMS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF, AND YOUR ACCEPTANCE AND RECEIPT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS.					

EXHIBIT D

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

TRADE SHOW MONITORING
TERMS AND CONDITIONS

1. **FORCE MAJEURE.** Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, natural defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Seller is unable to supply the total demand for the goods, Seller may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
2. **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for goods theretofore delivered.
3. **WEIGHTS AND CONTAINERS.** In the case of bulk carload, tank car, tank truck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Seller of returnable containers, title to such containers shall remain in Seller and a deposit in the amount required by Seller must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.
4. **SHIPMENTS.** The quantity shipped in any contract month may be limited by Seller to either: (a) the average of the monthly quantities ordered by Buyer hereunder for the preceding contract months, or (b) the maximum quantity covered by this contract divided by the number of months in the contract period. Seller shall not be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.
5. **LIMITED WARRANTY.** Subject to the limitations of Section 6 and unless otherwise provided herein, Seller warrants title and that all goods sold hereunder shall conform to Seller's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.
6. **LIMITATION OF LIABILITY.** Within thirty (30) days after receipt of each shipment of goods sold hereunder, Buyer shall examine such goods for any damage, defects or shoddy work. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever, "defective performance", shall be deemed waived unless made in writing and received by Seller within sixty (60) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur, provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture), all claims shall be deemed waived unless made in writing and received by Seller within one hundred eighty (180) days after Buyer's receipt of the goods or within thirty (30) days after Buyer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Buyer to give notice of any claim within the applicable time period specified above shall be deemed an admission and unconditional waiver of such claim, inasmuch as it is deemed that the facts giving rise to such claim shall have then been discovered or of whether processing, use or results of the goods shall have then taken place. Buyer's exclusive remedy shall be for damages and Seller's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods, in respect to which the claim is made, or at the election of Seller, the repair or replacement of such goods. Seller shall not be liable for, and Buyer assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or misuse of the goods by Buyer. In no event shall Seller be liable for incident or consequential damages, whether Buyer's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in writing by Seller.
7. **PATENTS.** Seller warrants that any goods sold pursuant to this contract, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Buyer promptly notify Seller of any claim of such infringement by Buyer in which such infringement is alleged, and if Seller is notified, that Buyer permits Seller to control completely the defense or compromise of any such allegation of infringement. Seller does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Seller reserves the right to terminate Seller's obligations under this Section 7 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Buyer may, without penalty, thereafter refuse acceptance of any undelivered goods.
8. **FREIGHT-TAXES.** Any increase in freight charges paid by Seller on shipments covered by this contract and any rate or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by the Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Unemployment Tax, may, at Seller's option, be added to the price then specified.
9. **LOSS IN TRANSIT.** In case of breakage or loss in transit, Buyer shall have notation of same made on invoice for before paying freight.
10. **PLASTIC MATERIALS.** Because of the complexity involved in the manufacture of plastic materials, where an order calls for a product to be made up specifically for Buyer:
 1. A quantity of not less than 90% of the order shall be assumed a complete fulfillment of the order.
 2. In case of an over-run, Seller may deliver an excess, but accept any such excess up to 10% of the order, but not more than 1,000 pounds.
11. **FAIR LABOR STANDARDS ACT.** The material sold hereunder is warranted to have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, and with all amendments thereto.
12. **MISCELLANEOUS.** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Missouri. This contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. No conditions, understanding or agreement purporting to modify or vary the terms of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

0399175

EXHIBIT D

Electronic Components Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

February 19, 1970

Monsanto Company
1700 South Second Street
St. Louis, Missouri 63177

Attention: Dr. R. Munch

Dear Ralph:


In connection with our recent telephone conversation and your subsequent Purchase Order No. L-56870 dated February 10, we will be shipping the material on Monday, February 23. In order to insure that these parts would be as representative and as uniform as possible, I waited until a regular production run was in process, and took them from the middle of the run.

The paper used was from Peter J. Schweitzer Division, Kimberly Clark Corporation, .00066" x 1 3/4", nominal 0.90 density, Lot #9943-5. Foil was R.V. Neher Co. N 4032, .00022" x 1 9/16", taken from 1969 release #12.

I hope this material arrives in good order, and proves to be suitable for your purposes.

Best regards,

ELECTRONIC COMPONENTS DIVISION
Universal Manufacturing Corp.


N. Ray Clark, Vice President

NRC/h

EXHIBIT E

0079420

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

SUPPLIER (IF KNOWN):
Electronic Components Division
Universal Electronics
902 Crescent Ave, Bridgeport, Conn

Attention: Mr. Ray Clark
REQUISITIONER: FIL IN KNOWN DATA
DO NOT WRITE IN SHADED
AREAS, PLEASE PRINT LEGIBLY.
ZIP Code 06608

Monsanto
COMPANY

PURCHASING DEPARTMENT
1700 South Second St.
St. Louis, Missouri 63177

REQUISITION
PURCHASE
ORDER

DATE MATERIAL REQUIRED
AT PLANT SITE.

DATE	PURCHASE ORDER NUMBER
	L 56870

- PLEASE SHOW THIS ORDER NUMBER ON EACH INVOICE, PACKAGE, BILL OF LADING, AND SHIPPING NOTICE.
- BILLING INSTRUCTIONS -
FORWARD TO ADDRESS AT TOP OF THIS FORM
1. ACKNOWLEDGMENT OF ORDER GIVING SHIPPING DATE
 2. BILL OF LADING IN TRIPPLICATE
 3. INVOICE IN TRIPPLICATE PRICING EACH ITEM SEPARATELY
 4. MAIL INVOICES C/O ACCOUNTING DEPT.
- SHIPPING INSTRUCTIONS
1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
 2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
 3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

NOTE

MONSANTO COMPANY
Research Receiving Dept.
1700 So. 2nd St. (Rear)
St. Louis, Mo, 63177

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
	500		2 mfd. unimpregnated test capacitors. Wind with two layers 0.00066" paper, all from one lot of paper and foil. Identify manufacturer and lot number of paper and manufacturer and release number of foil. Ship in trays sealed in polyethylene bags.	
	120		Capacitors identical to above but impregnated in standard manner with Avoclor	
MISSOURI SALES/USE TAX EXEMPTION CERTIFICATE NO. 115-2789				SALES TAX USE TAX EXEMPT

☐ IF MARKED HERE, THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE PRESCRIBED BY EXECUTIVE ORDER 11246 (AND ANY AMENDMENTS THERETO) IS INCORPORATED HEREIN BY REFERENCE, UNLESS THIS TRANSACTION IS EXEMPT.

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT," YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

DATE 2/9/70	INQUIRY NO.	BUYER	SAFETY JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO
DATE MATERIAL RECEIVED	COMP. SHIPMENT	PART SHIPMENT	UNLOAD AT
			DELIVER TO (LOCATION) Res. Lab. 210

STANDARD APPROVAL												JOB NO.	DEPT.	ESTIMATE NO.	REQUISITIONER (NAME TO BE PRINTED CLEARLY)	
D V.	ACCOUNT			C A S E	MATERIAL	T A N	AMOUNT	VENDOR NO.	QUANTITY	UNIT COST	RECEIVING REPORT OR JOB NO.					
	PLT.	MAIN	SUB													
13-14	15-16	17-19	20-21	22-24	25-29	30	31-39	40-45	46-53	54-61						
									EXHIBIT E		1630528					
							</									

0079421

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Electronic Components Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

March 11, 1971

Dr. Ralph H. Munch
Monsanto Company
1700 South Second Street
St. Louis, Mo. 63177

Dear Ralph:

Thank you very much for the time and effort represented by the data contained in your letters of February 25, 1971 and March 4 to Mike Gianotti. We have had no serious doubts about ability of the Japanese askarel manufacturer to produce a good quality, stable material, but it is good to have confirmation from the most knowledgeable source. The question still remains, of course, as to whether he maintains sufficient control of his materials and processes to insure that he does so at all times, without exception.

You remarked on the somewhat higher dissipation factor of the Matsushita capacitors, compared with those made by us. You also point out that the dissipation factor of Matsushita capacitors decreases more with increasing voltage than is the case with ours. It is interesting that the minimum dissipation factor with our capacitors is at about 165 volts, whereas with Matsushita capacitors the minimum occurs at about 275 volts. I believe practically all these differences can reasonably be attributed to the difference in density of the paper, perhaps with any differences in the treatment of the pulp from which the paper is made exerting a minor effect.

The change in dissipation factor between the two sets of measurements is interesting. The change is rather small in absolute magnitude, but is undoubtedly real. I would not expect corona at the stresses involved (825 volts per mil, maximum), but as you suggest, the stress must have produced some irreversible effect.

The instability you noted on some of the Matsushita capacitors very likely results from the marginal quality of the contact between the tap and the foil. I recall similar results on measurements made several years ago on capacitors

EXHIBIT E

0079383

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

Dr. R.H. Munch
Monsanto

-2-

3/11/71

with plain (not flagged) taps, and note that the contact problem is accentuated at the higher voltages. We consider that plain tap construction is rather marginal at best, and suitable only for the lower voltages.

Best regards,

ELECTRONIC COMPONENTS DIVISION
Universal Manufacturing Corp.



N. Ray Clark, Vice President

NRC/h

cc: Paul Benignus, Monsanto
MF Gianotti
GD Rayno

EXHIBIT E

0079384

Electronic Components Division
Universal Music Corp.
902 Crescent Ave, Bridgeport, Conn.

Attention: Mr. Ray Clark
REQUISITIONER: FILL IN KNOWN DATA
IN PENCIL DO NOT WRITE IN SHIPMENT
AREAS. PLEASE PRINT LEGIBLY.
06607-1252

Monsanto

COMPANY
PURCHASING DEPARTMENT
1700 South Second St.
St. Louis, Missouri 63177

REQUISITION
PURCHASE
ORDER

DATE MATERIAL REQUIRED
AT PLANT SITE.
8/20/71
OR SOONER

DATE	PURCHASE ORDER NUMBER
	6-59061

- PLEASE SHOW THIS ORDER NUMBER ON EACH INVOICE, PACKAGE, BILL OF LADING, AND SHIPPING NOTICE.
- BILLING INSTRUCTIONS —
- FORWARD TO ADDRESS AT TOP OF THIS FORM
1. ACKNOWLEDGEMENT OF ORDER GIVING SHIPPING DATE
 2. BILL OF LADING IN DUPLICATE
 3. INVOICE IN DUPLICATE PRICING EACH ITEM SEPARATELY
 4. MAIL INVOICES C/O ACCOUNTING DEPT.
- SHIPPING INSTRUCTIONS —
1. DELIVER BETWEEN 8 A.M. AND 3 P.M. MONDAY THROUGH FRIDAY
 2. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED
 3. ON LOCAL DELIVERIES SURRENDER DELIVERY TICKET

NOTE

SHIP TO
MONSANTO COMPANY
100 LAFAYETTE
BLDG U-RESEARCH-
ST. LOUIS MO. 63177

F.O.B.	VIA	TERMS
--------	-----	-------

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE
	2,000		2mfd. unimpregnated test capacitors. Wind with two layers 0.0006" paper, all from one lot of paper and foil. Identify manufacturer and lot number of paper and manufacturer and release number of foil. Ship in trays sealed in polyethylene bags.	
	120		Capacitors identical to above but impregnated in standard manner with Aradior 1242. Above items to duplicate as nearly as possible those supplied on our order No. L-56970 of 2/1/70	

SALES TAX APPLIES: <input type="checkbox"/> ADD TO INVOICE	USE TAX APPLIES: <input type="checkbox"/> ADD TO INVOICE	PURCHASE EXEMPT FROM SALES/USE TAX <input type="checkbox"/>
--	--	---

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT", YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF THIS OFFER ARE HEREBY OBJECTED TO.

MONSANTO COMPANY

DATE: 6/17/71	INQUIRY NO.	APPROVAL	BUYER	SAFETY JOB? <input type="checkbox"/> YES <input type="checkbox"/> NO
LAST MATERIAL RECEIVED	CORRESPONDENCE	PAID	SHIPMENT	POLLUTION CONTROL? <input type="checkbox"/> YES <input type="checkbox"/> NO
STANDARD APPROVAL				DELIVER TO LOCATION: Res. Lab. 710

ACCOUNT					DEPT.	ESTIMATE NO.	REQUISITIONER	OTHER	
DIV.	LOC.	MAIN	SUB	CLASS	AMOUNT	C R	TAX CODE	QUANTITY	TYPE
2	21	760	01	225					16305-28
EXHIBIT E								0079382	

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

Electronic Components Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

July 23, 1971

Monsanto Company
100 Lafayette
Bldg. U - Research
St. Louis, Mo. 63177

Attention: Dr. Ralph H. Munch

Dear Ralph:

We are shipping today the capacitors under your purchase order L-59061 dated June 18, 1971. The paper used in winding these capacitors was made by the Peter J. Schweitzer Division of Kimberly Clark Corporation, their Lot # 9117-2, and was .00066" x 1 3/4", 0.90 density. The foil was made by Robert Victor Neher Ltd., and was from Case #27, release #3 (1971); it was .00023" x 1 9/16".

It was a pleasure talking with you by telephone, and I hope to send you some information on ballast circuits shortly.

Best regards,

ELECTRONIC COMPONENTS DIVISION
Universal Manufacturing Corp.

N. Ray Clark, Vice President

NRC/h

EXHIBIT E

0079380

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

bcc: P. G. Benignus
W. R. Richard

June 17, 1971

Electronic Component Division
Universal Manufacturing Corporation
902 Crescent Avenue
Bridgeport, Connecticut 06607

Attention: Mr. N. Ray Clark, Vice President

Dear Ray:

You will recall that about a year and a half ago we bought 500 2 mfd unimpregnated test capacitors and 120 impregnated capacitors from the same lot for comparison purposes. These capacitors have enabled us to test our fluids by running life tests on capacitors impregnated with the fluids instead of just measuring fluid properties. We have gained a great deal of insight into the performance of new fluids from this kind of testing.

Since we have used most of the first lot of test capacitors, we would like to secure a new lot as nearly identical to the first as is possible. You will find a copy of our order for 2,000 of the unimpregnated test capacitors and 120 of the impregnated comparison capacitors attached to this letter. The original will be sent to you by our Purchasing Department.

We have found your capacitors to be of uniformly high quality very suitable for the kind of test work we are doing. We greatly appreciate your cooperation in supplying them to us.

Sincerely,

Ralph H. Munch

js
attachment

EXHIBIT E

0079381

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

[illegible]

the purchaser shall be liable for goods, including, but not limited to, the liability of Universal Manufacturing Corporation, in any claim for loss or liability, including negligence, arising out of or connected with the manufacture, sale, delivery or use of any kind of goods or services, including but not limited to, the cost of such products.

THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF UNIVERSAL, AND IS EXCLUSIVE OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OF THE PART OF THE SELLER OR OF ANY OTHER PERSON, ON THE PART OF THE SELLER.

UNIVERSAL MANUFACTURING CORPORATION

If it appears within two weeks from the date of registration that any Universal Patent 57, 58, 59, or 60 was the starting point in making any subsequent invention, the latter shall be considered as an improvement on the first and shall be published as such and shall be published as such with the current edition of the National Electrical Code and the Underwriters Laboratories, Inc. Bulletin 57. Should the Secretary of the National Electrical Association be satisfied that the latter have subjected to abnormal stresses including but not limited to abnormal temperatures in excess of 90 on any part of the electrical system, Universal shall immediately make available a request for a preliminary investigation that will at a Universal place of authority be made.

the liability of Universal Manufacturing Corporation to the

EXHIBIT E

0074466

PURCHASE ORDER NO

THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS 60637
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C. 20250

IMPORTANT INSTRUCTIONS	
1. SHIP TO:	<p>MONSANTO COMPANY RESEARCH CENTER - BLDG. 5 800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63166</p> <p>ATT DR. RALPH MUNCH</p>
2. SHIPPING INST.	<p>PLEASE SHOW ORDER NUMBER ON EACH INVOICE, PACKAGE, BILL OF LADING & SHIPPING NOTICE. DELIVER BETWEEN 8:00 A.M. TO 3:00 P.M. MONDAY THROUGH FRIDAY. SHIP CHEAPEST ROUTING UNLESS OTHERWISE SPECIFIED. ON LOCAL DELIVERIES BURNHENDER DELIVERY TICKET.</p>
3. BILLING INST.	<p>MAIL TO: MONSANTO COMPANY 800 NO. LINDBERGH ST. LOUIS, MO 63166</p> <p>ATTN: ACCTS. PAYABLE-BLDG. G-3-N</p> <p>SEND BILL OF LADING IN DUPLICATE; INVOICE IN DUPLICATE. PRICING EACH ITEM SEPARATELY.</p>

BY SHIPPING THE ABOVE GOODS OR BY ACKNOWLEDGING RECEIPT OF THIS ORDER, HEREAFTER CALLED "CONTRACT," YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE SIDE AND THE REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS IN YOUR ACCEPTANCE OF THIS OFFER ARE HEREBY OBJECTED TO.

EXHIBIT E 0079377

Capacitor Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

October 6, 1975

Dr. Ralph Munch
Monsanto Company
Research Center
800 North Lindbergh Blvd.
St. Louis, Mo. 63166

Dear Ralph:

The capacitors being supplied to your attention, on Monsanto purchase order RC 92661 are wound with foil from Robert Victor Neher, Release #11, 1974, and with .0005" paper from Peter J. Schweitzer Lot 15533-2, Set A4489-F.

I hope they will be satisfactory for your purposes.

Best regards,

CAPACITOR DIVISION
Universal Manufacturing Corp.

Ray
N. Ray Clark, Vice President

NRC/h

EXHIBIT E 0079379

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM



UNIVERSAL MANUFACTURING CORPORATION

29-51 EAST SIXTH STREET, PATERSON, NEW JERSEY 07509 • PHONE: (201) 271-3100 • TWX NO. 710 988-5934

January 7, 1972

Mr. H.S. Bergen
Monsanto Company
P.O. Box 14617
St. Louis, Missouri 63178

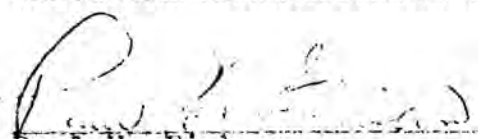
Dear Mr. Bergen:

Enclosed is the undertaking you requested in connection with our purchase of PCB. As previously discussed, we are executing the undertaking in our own name and are excepting any liability arising from failure of the product to conform to specifications.

This undertaking will be covered by a blanket liability policy with the Travelers Insurance Company having limits of 10 million dollars. As of December 31, 1970, Universal's consolidated net worth was 16.8 million and its current ratio was 1.7 to 1.

Very truly yours,

UNIVERSAL MANUFACTURING CORPORATION


Paul H. Linhorn
President

PHE/paz

0422916

EXHIBIT F

THE TRAVELERS

Certificate of Insurance

1260

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Mr. H. S. Bergen
Director-Special E Products Group
Monsanto Industrial Chemical Co.
Post Office Box 14617
St. Louis, Missouri 63178

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
400 West Madison Street
Chicago, Illinois 60606

3. Location of operations to which this certificate applies

Anywhere in the U.S.A.

4. Coverages For Which Insurance is Afforded

Workmen's Compensation and Employers' Liability in the state named in item 3 hereof

Limits of Liability

Compensation—Statutory

Policy Number

Policy Period**

Bodily Injury Liability
—except automobile

*
\$,000 each person
\$,000 each occurrence
\$,000 aggregate†

TRNSL-909307-71

10/1/71 to
10/1/72

cluding Protective

†Completed Operations and Products only

Property Damage Liability
—except automobile

*
\$,000 each occurrence
\$,000 aggregate

cluding Protective

Bodily Injury Liability
—automobile

\$,000 each person
\$,000 each accident
\$,000 each occurrence

*\$10,000,000 Combined Single Limit

Property Damage Liability
—automobile

\$,000 each accident
\$,000 each occurrence

Liability (Bodily Injury and
Property Damage)

\$,000 each occurrence
\$,000 aggregate

Catastrophe or Excess

\$,000 each occurrence
\$,000 each aggregate
\$,000 deductible amt.

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Blanket Contractual Liability Coverage

0422922

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

Producers: Marsh & McLennan, Inc.

Office: Chicago

Date: 1/17/72

By

Authorized Representative

C-5918 REV. 7-68 PRINTED IN U.S.A. 1268

EXHIBIT G

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

THE TRAVELERS
Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued:	2. Name and address of insured:
Mr. H. S. Bergen Monsanto Industries 800 North Linbergh Boulevard St. Louis, Missouri 63166	Universal Manufacturing Corp. c/o Northwest Industries, Inc. 400 West Madison Street Chicago, IL 60606

3. Location of operations to which this certificate applies Anywhere in the U.S.A.			
4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof	Compensation- Statutory		
Bodily Injury Liability -except automobile	\$ * ,000 each person \$,000 each occurrence \$,000 aggregate (Completed Operations and Products only)	TRNSL-909307-72	10/1/72 to 10/1/73
-including Protective			
Property Damage Liability -except automobile	\$ * ,000 each occurrence \$,000 aggregate		
-including Protective			
Bodily Injury Liability -automobile	\$,000 each person \$,000 each accident \$,000 each occurrence		
Property Damage Liability -automobile	\$,000 each accident \$,000 each occurrence	*\$10,000,000 Combined Single Limit	
Liability (Bodily Injury and Property Damage)	\$,000 each occurrence \$,000 aggregate		
Catastrophe or Excess	\$,000 each occurrence \$,000 each aggregate \$,000 deductible amt.		

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Blanket Contractual Liability Coverage

0422911

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producers: Marsh & McLennan, Inc.
EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office: Chicago Date: 9/15/72
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By *Anderson*
Secretary, Casualty-Property Department

EXHIBIT G

By *Rufmann*
Secretary, Casualty-Property Department

THE TRAVELERS
Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Mr. H. S. Bergen
Monsanto Industries
800 North Linbergh Boulevard
St. Louis, Missouri 63166

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
400 West Madison Street
Chicago, IL 60606

3. Location of operations to which this certificate applies

Anywhere in the U.S.A.

4. Coverages For Which Insurance is Afforded

Limits of Liability

Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Compensation Statutory

Bodily Injury Liability
—except automobile

\$ * ,000 each person
\$,000 each occurrence
\$,000 aggregate
(Completed Operations and Products only)

TRNSL106T220-9-73

10/1/73 to
10/1/74

including Protective

Property Damage Liability
—except automobile

\$ * ,000 each occurrence
\$,000 aggregate

including Protective

Bodily Injury Liability
—automobile

\$,000 each person
\$,000 each accident
\$,000 each occurrence

Property Damage Liability
—automobile

\$,000 each accident
\$,000 each occurrence

*\$10,000,000 Combined Single Limit

Liability (Bodily Injury and Property Damage)

\$,000 each occurrence
\$,000 aggregate

Catastrophe or Excess

\$,000 each occurrence
\$,000 each aggregate
\$,000 deductible amt.

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Blanket Contractual Liability Coverage

0422903

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: Marsh & McLennan, Inc.

Office: Chicago

Date: 9/24/73

EQUITABLE FIRE AND MARINE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY

THE TRAVELERS INDEMNITY COMPANY

THE CHARTER OAK FIRE INSURANCE COMPANY

By *H. Anderson*

Secretary, Casualty-Property Department

EXHIBIT G

By *Rufmann*

Secretary, Casualty-Property Department

THE TRAVELERS
Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued		2. Name and address of insured	
Mr. H. S. Bergen Monsanto Industries 800 North Linbergh Boulevard St. Louis, Missouri 63116		Universal Manufacturing Corp. c/o Northwest Industries, Inc. 6300 Sears Tower Chicago, Il. 60606	
3. Location of operations to which this certificate applies			
Anywhere in the U.S.A.			
4. Coverage For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation - Statutory		
Bodily Injury Liability - except automobile	\$ * ,000 each person \$,000 each occurrence \$,000 aggregate †Completed Operations and Products only	TRNSL106T220-9-73	10/1/74 to 10/1/75
Property Damage Liability - except automobile	\$ * ,000 each occurrence \$,000 aggregate		
Bodily Injury Liability - automobile	\$,000 each person \$,000 each accident \$,000 each occurrence	*\$10,000,000 Combined	Single Limit
Property Damage Liability - automobile	\$,000 each accident \$,000 each occurrence		
Liability (Bodily Injury and Property Damage)	\$,000 each occurrence \$,000 aggregate		
Catastrophe or Excess	\$,000 each occurrence \$,000 each aggregate \$,000 deductible amt.		

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.
 **Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Blanket Contractual Liability Coverage

0047245

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: **Marsh & McLennan, Inc.**
 EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office: **Chicago** Date: **9/15/74**
 THE TRAVELERS INSURANCE COMPANY
 THE TRAVELERS INDEMNITY COMPANY
 THE CHARTER OAK FIRE INSURANCE COMPANY

By *[Signature]*
 Secretary, Casualty-Property Department

EXHIBIT G

By *[Signature]*
 Secretary, Casualty-Property Department

THE TRAVELERS
Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Mr. H. S. Bergen
Monsanto Industries
800 North Linberg Boulevard
St. Louis, Missouri 63116

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
6300 Sears Tower
Chicago, Illinois 60606

3. Location of operations to which this certificate applies

Anywhere in the U.S.A.

4. Coverages For Which Insurance is Afforded

Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Limits of Liability
Compensation - Statutory

Policy Number

Policy Period**

Bodily Injury Liability
-except automobile

\$10,000,000 (Combined)
\$1,000 each person
\$1,000 each occurrence
\$1,000 aggregate
(Completed Operations and Products only)

TRNSL106T220-9-73

10/1/75 to
10/1/76

Property Damage Liability
-except automobile

\$1,000 each occurrence
\$1,000 aggregate
Single Limit

including Protective

Bodily Injury Liability
-automobile

\$1,000 each person
\$1,000 each accident
\$1,000 each occurrence

Property Damage Liability
-automobile

\$1,000 each accident
\$1,000 each occurrence

Liability (Bodily Injury and Property Damage)

\$1,000 each occurrence
\$1,000 aggregate

Catastrophe or Excess

\$1,000 each occurrence
\$1,000 each aggregate
\$1,000 deductible amt.

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Blanket Contractual Liability Coverage

0422896

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer **Marsh & McLennan, Inc.**
EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office **Chicago**

Date **9/15/75**

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By *[Signature]*
Secretary, Casualty-Property Department

EXHIBIT G

By *[Signature]*
Secretary, Casualty-Property Department

THE TRAVELERS

Certificate of Insurance

#: 1265

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Attn: Mr. James A. Alley

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
6300 Sears Tower
Chicago, IL 60606

3. Location of operations to which this certificate applies

4. Coverages For Which Insurance is Afforded

Limits of Liability

Policy Number

Policy Period**

Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Compensation Statutory

Bodily Injury Liability
—except automobile

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

TRNSL-106T220-9-76

10-1-77
to
10-1-78

In cluding Protective

Property Damage Liability
—except automobile

Limit

(,000 each occurrence
(,000 aggregate)

In cluding Protective

Bodily Injury Liability
—automobile

(,000 each person
(,000 each accident
(,000 each occurrence)

Property Damage Liability
—automobile

(,000 each accident
(,000 each occurrence)

Liability (Bodily Injury and Property Damage)

(,000 each occurrence
(,000 aggregate)

Catastrophe or Excess

(,000 each occurrence
(,000 each aggregate
(,000 deductible amt.)

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Includes blanket contractual liability.

0422876

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producers Marsh & McLennan, Inc.

Office CHI 033

Date 9-15-77

EQUITABLE FIRE AND MARINE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By

Secretary, Casualty-Property Department

EXHIBIT G

By

Secretary, Casualty-Property Department

C-5918 Rev. 7-68 PRINTED IN U.S.A. 371

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM



UNIVERSAL MANUFACTURING CORPORATION

29-51 EAST SIXTH STREET, PATERSON, NEW JERSEY 07509 • PHONE: (201) 271-3100 • TWX NO. 710 988-5934

September 26, 1974

Mr. H.S. Bergen
Monsanto Industries
800 N. Linbergh Boulevard
St. Louis, Missouri 63116

Dear Mr. Bergen:

Enclosed please find the current Certificate of Insurance
indicating coverage from 10/1/74 to 10/1/75.

Sincerely yours,

UNIVERSAL MANUFACTURING CORP.

Jules Schwartz
Jules Schwartz
Eastern Regional Sales Manager

JS/paz

Enclosure

0047244

EXHIBIT H

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM



UNIVERSAL MANUFACTURING CORPORATION

29-51 EAST SIXTH STREET, PATERSON, NEW JERSEY 07509 • PHONE: (201) 271-3100 • TWX NO. 710 988-5934

September 23, 1976

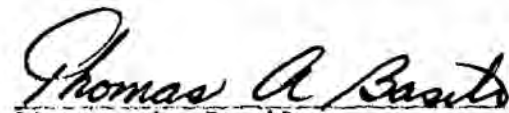
Mr. R. G. Potter
Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Potter:

Enclosed please find a Certificate of Insurance for
the period 10/01/76 to 10/01/77.

Very truly yours,

UNIVERSAL MFG. CORPORATION


Thomas A. Basilo
Controller

TAB/pjh
Enc.

0422892

THE TRAVELERS

1268

Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Atten: Mr. R. G. Potter

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
6300 Sears Tower
Chicago, Illinois 60606

3. Location of operations to which this certificate applies

Anywhere in the U.S.A.

4. Coverages For Which Insurance is Afforded

Workmen's Compensation and
Employers' Liability in the state
named in Item 3 hereof

Limits of Liability

Compensation- Statutory

Policy Number

Policy Period**

Bodily Injury Liability
—except automobile

\$10,000,000
including Protective
Combined
Single
Limit
(1,000 each person
,000 each occurrence
,000 aggregate)
(Completed Operations
and Products only)

TRNSL106T220-9-76

10/1/76 to
10/1/77

Property Damage Liability
—except automobile
including Protective

Single
Limit
(1,000 each occurrence
,000 aggregate)

Bodily Injury Liability
—automobile

,000 each person
,000 each accident
,000 each occurrence

Property Damage Liability
—automobile

,000 each accident
,000 each occurrence

Liability (Bodily Injury and
Property Damage)

,000 each occurrence
,000 aggregate

Catastrophe or Excess

,000 each occurrence
,000 each aggregate
,000 deductible amt.

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverage opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Includes blanket contractual liability and pollution coverage
in case of sudden and accidental spill.

0422893

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: Marsh & McLennan, Inc.

Office: Chicago

REVISED

Date 9/17/76

EQUITABLE FIRE AND MARINE INSURANCE COMPANY

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By *A. Anderson*

Secretary, Casualty-Property Department

EXHIBIT H

By *R. Korman*

Secretary, Casualty-Property Department



UNIVERSAL MANUFACTURING CORPORATION

29-51 EAST SIXTH STREET, PATERSON, NEW JERSEY 07509 • PHONE: (201) 271-3100 • TWX NO. 710 988-5934

May 31, 1977

Mr. J.A. Alley
Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Alley:

We have your letter of March 24, 1977 with respect to the expiration of our liability coverage on October 1, 1977.

Our insurance company has just informed us that a renewal certificate will be mailed to us by September 1, 1977 and we expect to have it delivered to you no later than September 10th.

Thank you for calling this renewal to our attention.

Very truly yours,

UNIVERSAL MANUFACTURING CORPORATION

Paul H. Einhorn
President

PHE:gk

0422882

THE TRAVELERS Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Attn: Mr. James A. Alley

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
6300 Sears Tower
Chicago, IL 60606

3. Location of operations to which this certificate applies

4. Coverages For Which Insurance is Afforded
Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Limits of Liability
Compensation- Statutory

Policy Number

Policy Period**

Bodily Injury Liability
--except automobile

\$10,000,000

In cluding Protective

Property Damage Liability
--except automobile

In cluding Protective

Bodily Injury Liability
--automobile

Property Damage Liability
--automobile

Liability (Bodily Injury and Property Damage)

Catastrophe or Excess

(,000 each person
(,000 each occurrence
(,000 aggregate
(Completed Operations and Products only
Single
Limit
(,000 each occurrence
(,000 aggregate
(,000 each person
(,000 each accident
(,000 each occurrence
(,000 each accident
(,000 each occurrence
(,000 each occurrence
(,000 aggregate
(,000 each occurrence
(,000 each aggregate
(,000 deductible amt.

TRNSL-106T220-9-76

10-1-77
to
10-1-78

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Includes blanket contractual liability.

0422881

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Produced by Marsh & McLennan, Inc.

EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office CHI 033

Date 9-15-77

By

Secretary, Casualty-Property Department

EXHIBIT H

By

Secretary, Casualty-Property Department

CS-18 Rev. 7-68 (11-11-77) O.R.A. 371

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

NORTHWEST INDUSTRIES, INC.

400 West Madison Street, Chicago, Illinois 60606
Telephone 312 263-4200

January 17, 1972

AIR MAIL

Mr. H. S. Bergen
Director-Special E
Products Group
Monsanto Industrial Chemical Co.
Post Office Box 14617
St. Louis, Missouri 63178

Dear Mr. Bergen:

In furtherance of the undertaking between your company and our Universal Manufacturing Corporation, I am enclosing Certificate of Insurance as indicated in Mr. Einhorn's letter of January 7.

If we can be of further assistance, please do not hesitate to ask.

Yours very truly,


Robert R. Smith
Insurance Manager

RJS/r1
Enclosure
cc: Mr. Paul Einhorn
Mr. Clyde Schoenneman

0422918

Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Mr. H. S. Bergen
Director-Special E Products Group
Monsanto Industrial Chemical Co.
Post Office Box 14617
St. Louis, Missouri 63178

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
400 West Madison Street
Chicago, Illinois 60606

3. Location of operations to which this certificate applies

Anywhere in the U.S.A.

4. Coverages For Which Insurance is Awarded

Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Limits of Liability
Compensation- Statutory

Policy Number

Policy Period**

Modifi Injury Liability
--except automobile

\$,000 each person
\$,000 each occurrence
\$,000 aggregate
(Completed Operations and Products only)

TRNSL-909307-71

10/1/71 to
10/1/72

including Protective

Property Damage Liability
--except automobile

\$,000 each occurrence
\$,000 aggregate

including Protective

Modifi Injury Liability
--automobile

\$,000 each person
\$,000 each accident
\$,000 each occurrence

*\$10,000,000 Combined Single Limit

Property Damage Liability
--automobile

\$,000 each accident
\$,000 each occurrence

Liability (Modifi Injury and Property Damage)

\$,000 each occurrence
\$,000 aggregate

Catastrophe or Excess

\$,000 each occurrence
\$,000 each aggregate
\$,000 deductible amt.

0422919

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Blanket Contractual Liability Coverage 1/25/72 - Talked with

Approved 1/25/72
Mr. Smith, N.W. Industries has coverage for accidental pollution. Excludes endorsement excluding emissions survey.

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

Producer, Marsh & McLennan, Inc.

Office Chicago Date 1/17/72

C-3918 REV. 7-65 *PRINTED IN U.S.A. 1268

By *Amour*
Authorized Representative

NORTHWEST INDUSTRIES, INC.

*400 West Madison Street, Chicago, Illinois 60606
Telephone: 312 263-4200*

September 22, 1972

Mr. H. S. Bergen
Monsanto Industries
800 North Linbergh Boulevard
St. Louis, Missouri 63166

Dear Mr. Bergen:

Enclosed is the Certificate of Insurance which you
requested from Universal Manufacturing Corporation
earlier this month.

Yours very truly,

Robert H. Smith
Robert H. Smith
Insurance Manager

RHS:dh

Enclosure

0422912

Northwest Industries, Inc.

6300 Sears Tower Chicago, Illinois 60606
312/876-7000

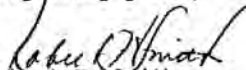
September 2, 1977

RE: Certificate of Insurance
Universal Manufacturing Corporation

Dear Mr. Alley:

In accordance with your request of Mr. Einhorn of Universal, I am enclosing herewith Travelers Certificate of Insurance evidencing coverage effective October 1, 1977.

Very truly yours,


Robert H. Smith
Mgr. Cas./Prop. Ins.

Mr. James A. Alley
Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

RHS:gaj

Enclosure

cc: Mr. Paul Einhorn
Ms. Christina Hughes

0422875

THE TRAVELERS
Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Attn: Mr. James A. Alley

2. Name and address of insured

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
6300 Sears Tower
Chicago, IL 60606

3. Location of operations to which this certificate applies

4. Coverages For Which Insurance is Afforded
Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Limits of Liability

Policy Number

Policy Period**

Bodily Injury Liability
—except automobile

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

TRNSL-106T220-9-76

10-1-77
to
10-1-78

Property Damage Liability
—except automobile

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

Including Protective

Bodily Injury Liability
—automobile

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

Property Damage Liability
—automobile

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

Liability (Bodily Injury and Property Damage)

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

Catastrophe or Excess

\$10,000,000
Combined Single Limit
(Completed Operations and Products only)

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Includes blanket contractual liability.

0422876

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: Marsh & McLennan, Inc.
EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Office: CHI 033 Date: 9-15-77
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By: *Anderson*
Secretary, Casualty-Property Department
C-5018 Rev. 1-68 PRINTED IN U.S.A. 371

By: *Refemann*
Secretary, Casualty-Property Department

Northwest Industries, Inc
6300 Sears Tower Chicago, Illinois 60606
312/876-7000

September 12, 1977

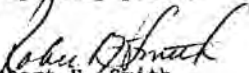
RE: Certificate of Insurance
Universal Manufacturing Corporation

Dear Mr. Alley:

Enclosed is the above certificate revised in
line with our telephone conversation Friday.

We trust this is satisfactory.

Very truly yours,


Robert H. Smith
Mgr. Cas./Prop. Ins.

Mr. James A. Alley
Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Attn: Ms. Terry Carter

cc: Mr. Paul Einhorn
Ms. Chestina Hughes

RHS:gaj

Enclosure

0422868

THE TRAVELERS Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

2. Name and address of insured

Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Universal Manufacturing Corp.
c/o Northwest Industries, Inc.
6300 Sears Tower
Chicago, Illinois 60606

Attn: Mr. James A. Alley

3. Location of operations to which this certificate applies

4. Coverages For Which Insurance is Afforded
Workmen's Compensation and Employers' Liability in the state named in Item 3 hereof

Limits of Liability
Compensation - Statutory

Policy Number

Policy Period**

Bodily Injury Liability
—except automobile

\$10,000,000
Including Protective
Combined Limit

TRNSL-106T220-9-76

10/1/77 to
10/1/78

Property Damage Liability
—except automobile

Single Limit

(Completed Operations and Products only)
(000 each occurrence
(000 aggregate

Including Protective

Bodily Injury Liability
—automobile

(000 each person
(000 each occurrence
(000 each occurrence

Property Damage Liability
—automobile

(000 each accident
(000 each occurrence

Liability (Bodily Injury and Property Damage)

(000 each occurrence
(000 aggregate

Catastrophe or Excess

(000 each occurrence
(000 each aggregate
(000 deductible amt.

0422869

*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

**Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

Includes blanket contractual liability and pollution coverage in case of sudden and accidental spill (as per attached).

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Producer: Marsh & McLennan, Inc.
EQUITABLE FIRE AND MARINE INSURANCE COMPANY

REvised
Office: Chi 033 Date 9/15/77
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

By *[Signature]*
Secretary, Casualty-Property Department

By *[Signature]*
Secretary, Casualty-Property Department

C-5018 Rev. 7-68 PRINTED IN U.S.A. 321



THE TRAVELERS INSURANCE COMPANIES

This endorsement is issued by that member of The Travelers Insurance Companies which issued the policy of which this endorsement forms a part.

If any additional premium is noted below, this endorsement is issued in consideration thereof. If any return premium is noted below, the receipt thereof is acknowledged upon acceptance of this endorsement.

Effective from OCT 1 1974 at the time of day the policy becomes effective. Amending Policy No. TJ-SPL-106T222-2-74
(Month, Day, Year)
Issued to NORTHWEST INDUSTRIES INC AS DEFINED HEREIN
Date of Issue: 7-2-75 CFH/BK Additional Premium \$ Return Premium \$

(The information provided for above, except the policy number, is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

It is agreed that as of the effective date hereof the policy is amended in the following particulars:

EXCLUSION (I) IS AMENDED TO READ:

- (1) TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF ANY EMISSION, DISCHARGE, SEEPAGE, RELEASE OR ESCAPE OF ANY LIQUID, SOLID, GASEOUS OR THERMAL WASTE OR POLLUTANT
 - (i) IF SUCH EMISSION, DISCHARGE, SEEPAGE, RELEASE, OR ESCAPE IS EITHER EXPECTED OR INTENDED FROM THE STANDPOINT OF ANY INSURED OR ANY PERSON OR ORGANIZATION FOR WHOSE ACTS OR OMISSIONS ANY INSURED IS LIABLE, OR
 - (ii) RESULTING FROM OR CONTRIBUTED TO BY ANY CONDITION IN VIOLATION OF OR NON-COMPLIANCE WITH ANY GOVERNMENTAL RULE, REGULATION OR LAW APPLICABLE THERETO;
- (2) TO PROPERTY DAMAGE ARISING OUT OF ANY EMISSION, DISCHARGE, SEEPAGE, RELEASE OR ESCAPE OF PETROLEUM OR PETROLEUM DERIVATIVES FROM ANY STORAGE TANK, BARGE OR OTHER VESSEL INTO ANY BODY OF WATER, BUT THIS EXCLUSION (2) DOES NOT APPLY TO PROPERTY DAMAGE RESULTING FROM FIRE OR EXPLOSION ARISING OUT OF ANY EMISSION, DISCHARGE, SEEPAGE, RELEASE OR ESCAPE WHICH NEITHER
 - (i) IS EXPECTED OR INTENDED FROM THE STANDPOINT OF ANY INSURED OR ANY PERSON OR ORGANIZATION FOR WHOSE ACTS OR OMISSIONS ANY INSURED IS LIABLE, NOR
 - (ii) RESULTING FROM OR IS CONTRIBUTED TO BY ANY CONDITION IN VIOLATION OF OR NON-COMPLIANCE WITH ANY GOVERNMENTAL RULE, REGULATION OR LAW APPLICABLE THERETO.

0422870

Stamp No.
8000

Countersigned By

John D. McLaughlin

bcc: J. Alley
C. Jordan
G. Swallow-B2NK
C. Paton
D. Wood
E. M. Potter-B2NK
Redbook

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
600 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

September 1, 1976

Mr. Paul H. Einhorn, President
Universal Mfg. Corporation
29-51 East Sixth Street
Paterson, N. J. 07509

Dear Mr. Einhorn:

Special Undertaking By Purchasers of
Polychlorinated Biphenyls (PCBs)

You will recall that our ability to supply polychlorinated biphenyls to your company and/or subsidiaries under the Special Undertaking was contingent on your having specified product liability insurance coverage.

According to our records, the insurance certificate on file with our Company will expire on October 1, 1976. In order for us to continue shipment of PCB dielectric fluids, it will be necessary for us to receive a renewal certificate prior to the above date.

We would also like to remind you that the insurance we require in support of your Special Undertaking is \$10,000,000 if your annual purchases are 200,000 pounds or over and \$5,000,000 if your annual purchases are under 200,000 pounds. All insurance certificates must also contain the clause, "Includes blanket contractual liability and pollution coverage in case of sudden and accidental spill".

Please send the insurance certificate addressed to my attention.

Very truly yours,


R. G. Potter
Business Director
Functional Products

/dcb

0422894

a unit of Monsanto Company

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

March 24, 1977

Mr. Paul H. Einhorn, President
Universal Manufacturing Corporation
29-51 E. Sixth Street
Paterson, N.J. 07509

Dear Mr. Einhorn:

This letter is being sent to you well ahead of the expiration date for the liability coverage which Monsanto requires in order for your company to purchase PCB's. Our records indicate that the insurance certificate on file with Monsanto will expire on October 1, 1977.

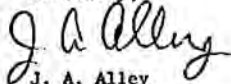
As you know, Monsanto has announced it will withdraw as a supplier of PCB's by October 31, 1977. In order for us to continue shipment of PCB dielectric fluids up to our phase-out date, it will be necessary for Monsanto to receive an insurance renewal certificate prior to the above date.

In the past we have experienced difficulties with customers and their insurance companies in getting the correct insurance documentation. As the phase-out deadline of October 31st approaches, you as a user of the dielectric fluid probably cannot afford any inordinate delays in obtaining coverage. Therefore, I want to offer the suggestion that you take early action to obtain the appropriate renewal.

Attached is the letter we send to you several weeks before the expiration of your insurance. This letter outlines the requirements as to the amount of coverage and the clause which must be on the certificate.

Your early attention to this matter is appreciated.

Sincerely,



J. A. Alley
Industry Specialist
Dielectrics

tmc

cc: Mr. Ed Wickson, P. A.

0422883

a unit of Monsanto Company

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63106
Phone: (314) 694-1000

August 2, 1977

Mr. Paul H. Einhorn, President
Universal Manufacturing Company
29-51 East Sixth Street
Paterson, New Jersey 07509

Dear Mr. Einhorn:

Re: Special Undertaking by Purchasers of Polychlorinated Biphenyls (PCB's)

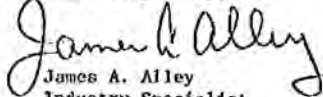
You will recall that our ability to supply polychlorinated biphenyls to your company and/or subsidiaries under the Special Undertaking was contingent on your having specified product liability insurance coverage.

According to our records, the insurance certificate on file with our Company will expire on 10/01/77. In order for us to continue shipment of PCB dielectric fluids, it will be necessary for us to receive a renewal certificate prior to the above date.

We would also like to remind you that the insurance we require in support of your Special Undertaking is \$10,000,000 if your annual purchases are 200,000 pounds or over and \$5,000,000 if your annual purchases are under 200,000 pounds. All insurance certificates must also contain the clause, "Includes blanket contractual liability and pollution coverage in case of sudden and accidental spill."

Please send the insurance certificate addressed to my attention.

Yours very truly,


James A. Alley
Industry Specialist
Dielectrics

imc

cc: Mr. N. Ray Clark, Vice President

0422878

a unit of Monsanto Company

PGB
G. R. Graham - New York

September 16, 1970

Mr. Glen Rayno
Electronic Components Division
Universal Manufacturing Corporation
702 Crescent Avenue
Bridgeport, Connecticut 06604

Dear Glen:

It was certainly our pleasure to have you and Mike visit with us here in St. Louis last Tuesday and Wednesday. As a follow-up to your request, I have attached several copies of February 9 and 18 letters by D. A. Olson on PCB pollution.

If we can be of further assistance, please feel free to call upon us.

Regards,

J. G. (Jim) Bryant

lb

Attach.

EXHIBIT K 0457609

Electronically Filed - St Louis County - January 19, 2018 - 04:37 PM

February 25, 1974

Mr. N. R. Clark
Universal Manufacturing Company
902 Crescent Avenue
Bridgeport, Connecticut 06607

Dear Mr. Clark:

This is to confirm that a meeting will be held in St. Louis for the discussion of the proposed EPA polychlorinated biphenyl effluent standards as published in the Federal Register, December 27, 1973.

The meeting will be held at Monsanto's General Offices site at 800 North Lindbergh Boulevard in the "N" Building, Room 118, on Thursday, February 28, at 9:00 a.m. This meeting will probably require a full day, therefore, travel arrangements should be made accordingly.

Sincerely,

W. B. Papageorge
Manager
Product Acceptability

WBP/bt

0004312

EXHIBIT L

120

Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

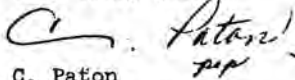
March 7, 1974

Mr. N. R. Clark
Universal Manufacturing Co.
902 Crescent Avenue
Bridgeport, Connecticut

Dear Mr. Clark:

We thank you for taking the time to attend the PCB Effluent Standards meeting on February 29. We enclose the Minutes of our meeting and hope they accurately reflect the discussions and proposed actions. Should you have any questions regarding the forthcoming EPA Hearing on the Effluent Standards as they affect PCBs please do not hesitate to get in touch with our Mr. W. B. Papageorge. His telephone number is (314) 694-4051.

Very truly yours,



C. Paton
Product Manager
Fluids

/pep

cc: W. B. Papageorge ✓
bcc: P. G. Benignus
T. L. Gossage
P. L. Slayton
J. G. Bryant

0070441

a unit of Monsanto Company

EXHIBIT L

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

MINUTES OF MEETING
ON
PROPOSED PCB EFFLUENT STANDARDS

February 28, 1974

Monsanto Company
St. Louis, Mo.

0070444

EXHIBIT L

Chairman: Mr. W. B. Papageorge
Manager, Product Acceptability
Monsanto Industrial Chemicals Co.

Objective:

The purpose of the meeting was to share information, experiences and impressions to help each of the participating companies in taking appropriate actions which are mutually supportive and effective in persuading the Administration of EPA to modify the proposed PCB Effluent Standard.

0070445

EXHIBIT L

PARTICIPANTS

PCB STANDARDS MEETING

February 28, 1974

CERTIFIED BALLAST MANUFACTURERS

Mr. N. R. Clark Universal Manufacturing Co.

E.I.A.

Mr. Arnold S. Doty P. R. Mallory & Co., Inc.
Dr. E. M. Moore Electrical Utilities Co.
Mr. Rudy Carlson Electrical Utilities Co.

GENERAL ELECTRIC COMPANY

Mr. James S. Nelson
Mr. Stuart Richel
Dr. Edward L. Simons

JARD COMPANY, INC.

Mr. Richard Rollins

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

Mr. A. M. Salazar

WESTINGHOUSE CORPORATION

Mr. H. Sheppard
Mr. N. H. Smith

0070496

EXHIBIT L

-2-

MONSANTO COMPANY

P. G. Benignus	Market Manager
H. S. Bergen	Business Director
D. B. Hosmer	Utilities and Environmental Protection Director
R. H. Munch	Senior Science Fellow
W. B. Papageorge	Manager, Product Acceptability
W. W. Withers	Attorney
C. Paton	Product Manager
W. R. Richard	Manager, Research and Development
J. R. Savage	Manager, Manufacturing
E. S. Tucker	Research Group Leader
P. L. Wright	Manager, Toxicology

0070447

EXHIBIT L

AGENDA

PCB EFFLUENT STANDARDS MEETING

February 28, 1974

- 9:00 AM 1. Welcome - H. S. Bergen
- 9:10 AM 2. Introductory Remarks - W. B. Papageorge
- a. Brief Review of Proposed Standard
 - b. Critical Action Dates
 - c. Objectives of Meeting
3. Discussion Topics
- 9:15 AM a. PCB Characteristics - Realistic Definition
chemical, physical, biodegradation
- 9:45 AM b. Sampling and Analytical Methodology
- 10:15 AM Break
- 10:30 AM c. Toxicity
Acute
Chronic
- 11:30 AM d. Bioaccumulation - Biomagnification
- 12:00 Noon e. Dilution - Stream Size
- 12:30 PM Lunch
- 1:15 PM f. Proposed Effluent Standard
- 2:00 PM g. Control at Manufacturing and Use Sites
Current losses
Background
- 2:45 PM Break
- 3:00 PM h. Economic Considerations
- 3:30 PM i. Action Plans
- 4:00 PM Adjourn

0070448

EXHIBIT L

MINUTES OF PCB EFFLUENT STANDARDS MEETING

1. Mr. Howard S. Bergen, Jr., Director, Specialty Products Business Group of Monsanto Industrial Chemicals Company, welcomed the participants.

2. Introduction - W. B. Papageorge

Mr. Papageorge summarized the timetable past and future on toxic pollutants:

- July 6, 1973 - Toxic Pollutants list published
- September 7, 1973 - Final toxic pollutants list published including PCBs and 8 other chemical classes (e.g. cyanide, mercury, DDT, cadmium, etc.)
- December 27, 1973 - Proposed Effluent Standards published
- January 18, 1974 - Filing date for status as participant at proposed EPA Hearing on Standards
- January 25, 1974 - (i) Prehearing Conference with EPA
 - (ii) NEMA, Monsanto, G.E. and Westinghouse recognized as participants.
 - (iii) A total of 38 objectors expressed an interest. They represented industry or trade associations with the exception of the Michigan Water Research Commission and two powerful environmental groups (Environmental Defense Fund and National Resources Defense Council).
 - (iv) Presiding officer made it clear that Hearings will be strictly for cross-examination of participants' testimonies in affidavit form only.

0070449

EXHIBIT L

- March 15, 1974 - Written testimony by 38 objectors to be submitted in affidavit form.
- April 8, 1974 - Hearings open for cross-examination and rebuttal evidence. CN⁻/Cd/Hg - first three. PCBs are 7th (third from last).
- Mid-May, 1974 - Hearings completed. (Evenings/week-ends may be used.)
- June 25, 1974 - Final standards published - effective in one year.

It should be noted that others who are affected by these standards can still comment by March 25 to:

Dr. C. Hugh Thompson,
Chairman-Hazardous and Toxic Substances
Regulation Task Force
Office of Water Protection Agency,
Environmental Protection Agency
Washington D. C. 20460

Industry representatives still wishing to comment and who need more background information can contact any of the industry participants (see attached list) or Mr. W. B. Papageorge of Monsanto (314-694-4051).

Mr. Richel (G.E.):

- (i) Made a plea for greater industry participation. Comments can still be made up to March 25 with sound excuse for tardiness.
 - (ii) EPA at January 25 prehearing Conference were reluctant to expose themselves to cross-examination. Dr. Hugh Thompson to be available for cross-examination at Hearings.
 - (iii) Many objectors had common interest (e.g. environmentalists). EPA suggested a common counsel for this group.
 - (iv) On each of first 3 pollutants, EPA would offer 2 witnesses.
- Mr. Doty (P.R. Mallory) asked about bearing of economic factors on standards.

Mr. Richel (G.E.) stated:

- (i) Law is clear-economic factors are not relevant in establishing standards.
- (ii) EPA is somewhat of a split personality on this. The

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Presiding Officer at the Prehearing Conference ruled that economics are relevant. NRDC (National Resources Defense Council) objected and was over-ruled.

- (111) Industry can and should therefore introduce relevant economic data. EPA would be wise not to expressly refer to such data in the published standard otherwise NRDC could go to court and EPA over-ruled.

Department of Commerce

It was pointed out that Sidney R. Gallier, Deputy Assistant Secretary for Environmental Affairs at the Department of Commerce wrote Monsanto on January 15 asking their views on the proposed effluent standards. Copies of Dr. Gallier's letter and Monsanto's response were circulated at the meeting. Industry should contact the Dept. of Commerce. Their legal counsel (Mr. Morland) has been active on the side of industry in other environmental hearings.

Mr. Salazar (NEMA) pointed out that the PCB Task Force had recommended a standard for PCBs of 0.01 ppb in the main body of water. (EPA was a member of that task force). ANSI C-119 proposes to use this Task Force recommendation and print this as a standard of 0.01 ppb in main body of water.

Mr. Sheppard (Westinghouse) queried if plant effluent standards could be set to meet 0.01 ppb.

Dr. Simons (G.E.) said this implied an acceptance of ANSI C-119 by industry.

There seemed to be some doubt on this.

PCB Characteristics

Dr. Tucker (Monsanto) presented hand-outs on: ~

- (a) Monsanto's proposed definition of PCBs
- (b) Comments on EPA's proposed analytical methodology
- (c) Monsanto's pre-publication paper on biodegradation of PCBs.

(a) Definition of PCBs

1-4 chlorobiphenyls do not have long residence time. PCBs up to tetrachlorobiphenyl are not of concern on environmental persistence or biomagnification. Dr. Tucker proposed the following definition:

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"Polychlorinated biphenyls (PCBs) means materials containing the biphenyl group which is chlorinated and which have been shown to persist and rapidly bioaccumulate in the aquatic environment. These chlorinated biphenyls are identified as those components having gas chromatographic retention times greater than 54, relative to p, p-DDE = 100, under the standard conditions recommended in the EPA PCB test method."

Mr. Sheppard (Westinghouse) said Monsanto's proposed definition was relevant to persistence but was it relevant for standards directed toward toxic materials? Are persistent materials non-toxic?

Mr. Wright (Monsanto) stated the proposed effluent standard had two parts:

- (1) acute limits directed to toxicity of materials and specifically limits PCB concentrations on that basis.
- (11) daily load in effluent - based solely on bio-magnification (relevant to persistence).

Dr. Simons (G.E.) pointed out that section 307-A of the proposed standard refers to persistence as being a critical factor to be considered.

Dr. Tucker (Monsanto) stated we were badly hurt if all PCBs are regarded as persistent and if biomagnification factors of 200,000 are used. Researchers other than Monsanto have found bacterial degradation of PCBs and that PCBs have been found to undergo metabolism in both avian and mammalian animals.

Mr. Nelson (G.E.) asked if proposed PCB definition would exclude Aroclor 1016.

Dr. Tucker (Monsanto) Aroclor 1016 would be excluded for the most part (98.9% is lower than pentachlorobiphenyl). Aroclor 1242 would be excluded to 65% or better. Aroclor 1254 however would not be excluded.

Mr. Papageorge (Monsanto) pointed out that of the factors listed as being critical in determining which pollutants made the EPA list of 9/7/73 only biomagnification appeared relevant to PCBs.

Dr. Simons (G.E.) agreed.

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Mr. Wright (Monsanto) stated that an acute toxicological level is defined in the EPA Basis & Purpose document as ≤ 10 ppm (96 hour LC-50). He also believes that differences in toxicity among PCBs are minor until chlorinated as high as Aroclor 1260.

Mr. Nelson (G.E.) stated that words should be used in a discourse on definition to properly screen us on acute toxicity.

In reference to a comment that Aroclor 1254 would not be excluded by the proposed definition, Dr. Tucker (Monsanto) offered the opinion that transformer fluids were easier to recover than capacitors.

(b) Analytical Methodology

Dr. Tucker (Monsanto) stated the EPA's proposed method for PCB analysis was being submitted to ASTM. He thought the method was well written and capable of detection to ppt (parts per trillion) but it was untried and the quantitative accuracy is in question. The method was not submitted for round-robin testing before EPA adopted it. Monsanto has found that by spiking distilled water with 500,000 ppt or 500 ppb of PCBs we get values for PCB that vary by $\pm 55\%$. The EPA, however, claims a capability of detecting absolute values at 50 ppt. The EPA method ignores interfering substances.

Mr. Clark (Universal Manufacturing) said that with a proposed upper limit for PCB discharge of 0.0648 lb./day the sensitivity of the analytical method would vary "all over the lot" depending on the size of the water "reservoir" into which the PCBs discharge.

Mr. Sheppard (Westinghouse) commented that if the analytical techniques on determining PCB levels are so difficult, how valid are the determination of toxic values for PCBs.

Mr. Clark (Universal Manufacturing) asked if analytical techniques differentiate between different chlorine levels. Dr. Tucker (Monsanto) said it would depend on the PCB mixture. Aroclor 1242 could probably be identified quantitatively in a mixture with Aroclor 1260 but addition of Aroclor 1254 to the mixture would prevent identification because Aroclor 1254 contains PCB homologs that overlap both Aroclor 1242 and 1260.

Dr. Munch (Monsanto) said that the proposed EPA method does not use high resolution and hence handicaps identification of individual peaks.

Dr. Simons (G.E.) mentioned that after EPA set automotive emission standards (NIOX) the analytical methodology was found faulty and the standards were delayed. In this case, EPA is not setting the effluent standard on analytical methodology but

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on factors such as toxicity and persistence. The methodology is relevant in enforcement and monitoring. This then leads to the possible argument that the effluent standard is correct and justified on the basis of toxicology et al, but is not enforceable due to lack of an accurate method for absolute value determination of PCB discharge.

Mr. Richel (G.E.) pointed out that EPA won't buy an answer to that argument which seeks to raise the effluent standard to a level that can be accurately measured. Mr. Savage (Monsanto) felt strongly, however, that this dilemma needed to be in the record. Others agreed.

Dr. Tucker (Monsanto) said ASTM would hold a round-robin on the EPA method and that Monsanto would participate. He will send the name of the ASTM contact to the participants so that they can decide if they want to join the round-robin test.

Mr. Sheppard (Westinghouse) said he was not prepared to accept that the proposed EPA method for determining quantities and types of PCB in samples and animals was accurate enough so that toxic limits could be defined on the basis of PCB levels of questionable accuracy.

Toxicity

Mr. Hosmer (Monsanto) stated that the original EPA publication on Water Quality Criteria came from a publication by McKee and Wolfe for the State of California. The McKee/Wolfe volume was well done and EPA did not change much of it. There is now a new 2-volume EPA edition extracted from the work of 10 committees of the National Academy of Sciences.

The toxicity of PCBs is related to salmon egg studies and Monsanto doubts the validity of this. Monsanto has made their feelings known to Dr. Thompson of EPA but he thought the criteria were sound. Since then Russell Train has been sued by NRDC and other groups on the grounds that the toxic pollutants list is not long enough and the proposed standards are too lenient.

Mr. Wright (Monsanto) went through the rationale used by EPA in arriving at a PCB discharge maximum of 0.0648 lb./day. He also showed how the standard could be changed and yet be consistent with published data on PCBs. Details follow.

(a) FDA set arbitrary proposed tolerances:

- 5 ppm in fish for human consumption
- 5 ppm in components for animal feed
- 0.5 ppm in complete animal feed

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- (b) Monsanto would not disagree with these tolerances.
- (c) FDA has presented - acute toxicity limits (point sources)
- chronic toxicity limits (daily load)

Acute toxicity limits:

96 hour LC-50 studies for PCBs show:

- ~280 ppb in fresh water (bluegill)
- ~10 ppb in coastal or seawater (pink shrimp/oysters)

Published data based on materials leaving an outlet and going into a body of water. Acute limits have no direct relation to chronic limits.

Chronic toxicity limits:

The EPA equation is:

Chronic limit X water flow rate X safety factor = gm/day discharge

In Marine organisms the chronic limit is set as

$$\frac{0.5 \text{ ppm}}{30,000} = 0.0167 \text{ ppb}$$

In fresh water the chronic limit has been determined by using 0.5 ppm as toxic limit for salmon eggs and a 200,000 biomagnification factor. This gives a chronic limit of

$$\frac{0.5}{200,000} = 0.0025 \text{ ppb}$$

The biomagnification level of 200,000 is based on unpublished data from Stalling & Meyer (Fish Pesticide Lab, U. S. Dept. of Interior, Columbia, Mo.). Dr. Simons said that in response to repeated requests by G.E. to the Columbia Lab the only reference they have been given is a Stalling & Meyer paper presented in Carolina in 1971 and which contains no mention of a 200,000 factor. Mr. Wright (Monsanto) stated he has seen only one literature reference to an accumulation factor of ~200,000 and that was in the hepato pancreas of a pink shrimp. If the PCB level was calculated on the basis of the total shrimp then the accumulation factor was only 22,000. Other references give accumulation factors of 1000-75,000 for whole tissues of various fresh water organisms. Accordingly, Mr. Wright proposes that a biomagnification factor of 30,000 and not 200,000 be used. He also proposes that we retain the chronic limit of 0.5 ppm without debating the salmon egg issue.

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This would lead to a discharge level for PCBs:

$$\frac{0.5}{30,000} \times 10,000 \times \frac{0.5}{(\text{flow rate})} \times \frac{5.4}{(\text{safety factor})} \times \frac{1}{(\text{conversion into lb./day})} = 0.459 \text{ lb./day}$$

This compares to the proposed standard of 0.0648 lb./day.

The safety factor comes from the EPA's Basis and Purpose document supporting the proposed effluent standards. It is supposed to take account of non-point sources of PCBs and is the same as 6 of the 9 toxic pollutants proposed for EPA standards. Monsanto's Medical Department feels this safety factor is arbitrary and confers no real toxicological benefit. If deleted, the revised Wright PCB discharge level would be 0.918 lb./day.

One of the most critical parts of the discharge equation is the water flow rate. A significant number of dielectric PCB manufacturers have plants on rivers where the flow rate is under 100 cfs or 1% of the EPA cut-off flow of 10,000 cfs. Several plants discharge into sewage plants which in turn have treated liquid flowing into rivers or streams with very low flow rates. For a river with 100 cfs flow the EPA maximum discharge would drop to 0.000648 lb./day or 0.162 lb. in a 250 work-day year. Even a revised standard of 0.918 lb./day at 10,000 cfs would only be 0.00918 lb./day at 100 cfs or ~2.3 lb. per 250 work-day year. Clearly this is a staggering target to have to meet.

Mr. Doty (Mallory) pointed out that in the present language of the EPA standards municipal sewage systems are not considered point sources.

Mr. Richel (G.E.) was of the opinion that where a plant discharged into a sewage system without treatment and hence into navigable waters the plant could have to comply with effluent standards on toxic pollutants. Mr. Papageorge (Monsanto) felt we should not be complacent and regard discharge to sewage plants being the answer to problems. Mr. Hosmer (Monsanto) stated that 10,000 cfs represents the largest flow the EPA will consider on the grounds that all industry would move to the largest river. The opposite of that argument is that it encourages small plants on every stream in the country.

Mr. Sheppard (Westinghouse) raised the issue of sedimentation. Since it appears that all the experiments to establish toxic values were run without sediment effects being considered, the real-life values were questioned. PCBs attach themselves to sediment. Furthermore the sediment moves down river and so PCB would be dispersed from the point source. It was pointed out by Dr. Richard (Monsanto) that Aroclor 1254 is soluble in water up to 50 ppb and that in time partitioning between sediment and

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water could take place. Mr. Wright (Monsanto) agreed that the discharge limits were extreme cases in the absence of sediment considerations and this was worth study and incorporation into arguments against the proposed levels.

Dr. Simons (G.E.) queried whether we were correct in concentrating our attacks on the criterion of toxic effects of mammals eating fish and ignoring the possible argument that fish per se must be protected. Mr. Wright (Monsanto) said the proposed standard says both. In salt water, standards are proposed that would protect the species that eat organisms containing PCB. In fresh water, if 0.5 ppm in salmon eggs correlates with <5 ppm in salmon then we are protecting salmon. He also said that the chronic limits and biomagnification limits he was proposing would protect the species themselves. We should, however, beware of arguing for higher levels in fish because we could draw EPA and FDA into conflict. The FDA levels in food, fish etc., are temporary tolerances and any arguments against their validity could lead to a reduction in these tolerances.

Mr. Savage (Monsanto) queried whether raising the level in organisms could cause possible danger to predators.

Dr. Simons (G.E.) quoted from page 39 of the Basis & Purposes document which states that the body burdens of birds and mammals should not increase over present levels. Page 51 of the same document cites a Nat. Acad. Sci. report which gives 2.0 ppm PCB as tolerable level in flesh of whole fish. $\frac{2.0}{200,000} = 0.1 \text{ ppm PCB}$

is given as tolerable level in water divided by a safety factor of 5 to give a maximum PCB concentration in water of 0.002 ppm. Thus EPA accepted 2 ppm PCB level in fish but got to water concentration of 0.002 ppm by using a high level of 200,000 for biomagnification and an arbitrary factor of 5.

If we were to revise the proposed EPA standard by:

- (i) using 2.0 ppm as chronic limit in fresh water species instead of 0.5 ppm;
- (ii) substituting 30,000 instead of 200,000 for biomagnification factor;
- and
- (iii) ignoring safety factor of 0.5

then the maximum permissible discharge in lb. PCB per day would be:

$$\frac{2.0}{30,000} \times 10,000 \times 5.4 \approx 3.6 \text{ lb.}$$

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For the plant situation on a river with a flow of only 100 cfs the discharge would be 0.036 lb/day or 9.0 lb. per 250 work-day year. These levels are still far below the 5 lb./day given in ANSI C-107.

It is therefore apparent that other aspects of PCBs must be highlighted in order to get away from PCB discharge levels as low as even our "revised" proposals.

Aspects to concentrate on are:

- (1) Definition of PCBs that excludes biodegradable homologs.

This could exclude 90% or better of Aroclor 1016 and 65% or better of Aroclor 1242. On that basis, discharge levels would be as follows:

PCB Type	Stream Flow (cfs)	Discharge (lb. PCB equivalent/day)		
		EPA	Wright	Simons/Wright
Any PCB	10,000	0.0648	0.918	3.6
Any PCB	100	0.000648	0.00918	0.036
Aroclor 1016	10,000	0.648	9.18	36.0
Aroclor 1016	100	0.00648	0.0918	0.36
Aroclor 1242	10,000	0.194	2.75	10.8
Aroclor 1242	100	0.0019	0.027	0.10

- (2) Try to change stream flows from the present value of the flow rate in cubic feet per second (cfs) expressed as the probable low rate occurring during a 7 consecutive day period once in 10 years at the effluent point.

If the average flow rate over a period of time (to be agreed on) was used, the lowest flow rate in the equation could conceivably be raised by a factor of 10 from 100 to 1000. In the Simons/Wright version for a standard the Aroclor 1016 discharge could be raised to 3.6 lb./day at 1000 cfs flow and Aroclor 1242 to 1.0 lb./day at 1000 cfs flow.

- (3) Magnitude of PCB Point-Sources

It is possible that EPA and environmentalists are totally misinformed on the number of plants still using PCBs. In the U.S. today there are:

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1 PCB manufacturing plant

~18 capacitor plants using PCB

~27 transformer manufacturing plants using PCB

In the past there were probably 1500-2500* plants using PCBs. Only 2-3% of these plants continue to use PCB today.

* (Subject to closer checking if necessary)

In the past ~97% of plants using PCBs purchased ~40 million pounds of PCB per year. Monsanto's PCB sales policy has therefore

- reduced number of using plants to ~2-3% of previous total.
- eliminated ~40M lbs. PCB sales per year.

The EPA standard would limit PCB discharge per plant to 0.0648 lb./day or ~3.2 lb./day across the U.S. (~50 plants). This equates to ~800 pounds in a 250 work-day year. Since fish have survived throughout the 40+ years that PCBs have been produced and widely used, the standard proposed by EPA seems far too drastic.

Turning again to the Simons/Wright proposal we can estimate the effect in terms of annual PCB discharge into water across the U.S. at 1000 cfs:

Discharge As	Discharge (lb./day)	No. Plants	US Total per 250 days (pounds)	As Persistent PCBs		
				Discharge (lb./day)	No. Plants	US Total
Any PCB	3.6	*1	900	1.2	1	300
Aroclor 1016	3.6	18	16200	0.36	18	1620
Aroclor 1242	1.08	4	1080	0.36	4	360
Aroclor 1254	0.36	23	2070	0.36	23	2070
			20,250	4350		

* Plant is on river in excess of 10,000 cfs.

Using this technique an argument can be made in favor of the ANSI C-107 proposal of 5.0 lb./day.

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Proposed Effluent Standards

Dr. Simons (G.E.) summarized the points he felt had to be dealt with in trying to change the proposed standard:

1. Higher persistence of higher PCBs versus alleged lower acute toxicity
2. Background levels of PCBs
3. Written testimony of participants and correlation

Toxicity

EPA Basis & Purpose document (page 50) states that 96 hour LC-50 to fish cannot adequately measure toxicity of PCB. Where is time demarcation between acute and chronic. Chronic effects can be either lethal or non-lethal.

Why are PCBs on the list on toxic grounds?

LD-50 for PCB is such that it is not considered toxic to humans.

For protection of aquatic life the Nat. Aca. Sci. set a 96 hour LC-50 of 10 ppm or less.

In proposing a definition for PCBs, Dr. Simons (G.E.) felt we should stress:

- (a) lack of persistence of homologs below tetra-chlorobiphenyl.
- (b) chronic toxicity does not arise for the lower homologs because they are non-persistent.
- (c) ignore acute toxicity - no real differences between Aroclor 1016, 1242 and 1254.

Participants need to consider: Do we have the best definition?

In the tentative EPA analytical method we should take note that in the table on p.3-22, the percentage of PCB was not controlled.

Mr. Carlson (E.U.C.) pointed out that in its present form the standard could saddle present PCB users with all other discontinued uses. Dr. Richard (Monsanto) pointed out that FDA and Boxboard Manufacturer's Association had agreed on a protocol that protected recycle paper users from just such a situation. Mr. Bergen (Monsanto) asked that copies be circulated to participants.

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We need to word our definitions to exclude residuals.
Participants should exchange proposed drafts on wording re-
garding residuals by March 7.

G. E. stated we should not approach the hearing on the basis
that things can't be done. Rather take the proposed standard
and point out what it means in real life. In G.E.'s case they
use X M lb./year and yet can't lost 0.5 drops per day. Stream
flow rates make the matter worse. This is a point on which
Dr. Thompson should be cross-examined.

Of the participants present, 5 plants discharge into sewers with
outlets into rivers (very small except in 2 cases). Three
plants discharge into small rivers.

No one at the meeting could cope with the EPA standard as it is
proposed. Only Jard expressed an opinion on what level they
could live with. (Jard stated 27 lb. Aroclor 1016 per day.
This would be 2.7 lb. PCB by our proposed definition.)

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Participation at EPA Hearing

Definite participation: Monsanto
G. E.
Westinghouse

Undecided: Electrical Utilities
Jard
NEMA

No participation: Electronic Components
Mallory

Objectors of record could adopt non-responding company as witness.

G.E.'s testimony will fall into the following areas:

- Explanation of why PCBs are used
- Consequences of ban on customers
- Inadequacy of EPA/Nat. Acad. Sci. statements
- How standards would apply to G.E.
- Inadequacies of the Standard
 - definition
 - methodology
 - logic behind the standard

Other contributory actions:

- Involve Federal Energy Office (e.g. Aerovox letter on motor-run capacitor contribution to ease energy crisis.)
- Involve F.E.O./other agencies along lines of petrochemical producers' PEG report.
- Power Systems Group of IEEE will circulate a position paper on PCBs (technical aspects) in the dielectric industry to Congress, EPA, FEO and Dept. of Commerce (target date: April).

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Action Plans

1. (W. B. Papageorge) Circulate to participants copies of FDA/Boxboard Manufacturers protocol on PCBs in recycle paper.
2. (Participants) Exchange drafts on testimony regarding PCB residuals/background levels with each other by March 7.
(Monsanto contact should be W. B. Papageorge.)
3. (Participants) Submit to W. B. Papageorge their thoughts on proposed PCB definition (to exclude 1-4 chlorine homologs).
4. (Participants) Communicate with each other on how best to handle sedimentation phenomenon (as raised by Mr. Sheppard of Westinghouse).
5. (E. S. Tucker) Send out name of ASTM contact for participation in round-robin on proposed EPA analytical method.
6. (Participants) Write to Dr. Galler of Commerce Dept. opposing EPA standards.
(See Galler letter to Monsanto and Monsanto response.)
7. (Participants) Those who have not responded to EPA can still write Dr. Thompson by March 25.
8. (A. Salazar, NEMA) (a) Get feedback from Sangamo/McGraw Edison on the proposed standards.
(b) Determine role NEMA will take on affidavits/testimony at EPA hearing.
9. (W. B. Papageorge) Obtain FEG report and send to Mr. Nelson (G.E.).
10. (Participants) Involve F.E.O. in EPA Hearing along lines of Aerovox letter to Secretary Simon.

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INTERNATIONAL DIELECTRICS SYMPOSIUM

☒ I will attend the Dielectrics Symposium on September 23.
☐ I regret I will not be able to attend the Symposium.

☒ Please include me among the friends and associates who will attend the dinner for Paul Benignus.
I will not be able to attend the dinner.
I will not be able to attend the dinner, but I wish to contribute towards the gift. Enclosed is my check for \$ (54 maximum).
Enclosed is my check in the amount of \$ 20.00 for the gift and dinner for 1 persons at \$20 per person.

Please make the following room reservations for me at the Sheraton West Port Inn.

Number of Rooms	One Person Per Room	Two Persons Per Room
<u>1</u> Single Room — 1 Queen bed	(\$22/night)	(\$27/night)
Double Room — 2 double beds	(\$24/night)	(\$29/night)

Confirmation Requested Yes ☒ No

Date arriving SUNDAY SEPT 22 6 PM Guaranteed ☒ Date departure TUESDAY SEPT 24

Name N. RAY CLARK
Address UNIVERSAL MFG CORP Tel. 336-0161
City BRIDGEPORT State CONN Zip 06607

Reply to: Dr. Cumming Paton
Monsanto Company
Dept. B2SC
800 N. Lindbergh Blvd.
St. Louis, Missouri 63166
U.S.A.

Additional information and detailed agenda will be sent to you shortly after receipt of your reply.

Monsanto

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EXHIBIT M

Transformer and Capacitor Dielectrics Symposium

*A Review and Discussion of
Current Factors & Future Trends*

September 23, 1974

Sheraton West Port Inn
191 West Port Plaza
St. Louis, Missouri U.S.A.

Moderator: Paul G. Benignus

0155670

EXHIBIT M

TRANSFORMER AND CAPACITOR DIELECTRICS SYMPOSIUM

Monsanto Symposium Breakfast

- Review of environmental issues affecting polychlorinated biphenyl dielectrics usage internationally
- Review of the effects of polychlorinated biphenyls on the environment
- Detection and possible methods for control of polychlorinated biphenyls in industrial effluent streams
- Safe handling of polychlorinated biphenyl fluids and methods for disposal of waste fluids

Monsanto Symposium Luncheon

Host: Howard S. Bergen, Business Director —
Specialty Products Group, Monsanto Company

- An overview of potential new dielectric fluids
- Industry benefits of polychlorinated biphenyl fluids
- Consumer attitudes toward polychlorinated biphenyl fluids

Monsanto Symposium Cocktail Party

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EXHIBIT M

Electronic Components Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

December 17, 1971

Monsanto Company
100 Lafayette
Building U - Research
St. Louis, Mo.

Attention: Dr. Ralph H. Munch

Dear Ralph:

As a follow-up to our conversation of November 11 in St. Louis, concerning performance of capacitors under highly accelerated life test conditions, we are sending you under separate cover, no charge, samples as follows:

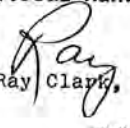
40 pcs. rated 2.0 uf - 580 VAC, identified as UMC 510701. The dielectric paper is 2 x .00066" thick x 1 3/4" wide, 9.0 density between foils, for a total of 1.32 mils. The paper used was Schweitzer Lot #15141.5. Foil was made by Robert Victor Neher, Ltd., and was from Case #22 Release #10, and was .00023" thick x 1 9/16" wide. They were processed through our normal impregnation cycle in Bridgeport.

40 pcs. same as above, except unimpregnated.

These are nominally identical to the capacitors sent to you last July under your purchase order L-59061, but made with different lots of paper and foil.

Best regards,

ELECTRONIC COMPONENTS DIVISION
Universal Manufacturing Corp.


N. Ray Clark, Vice President

NRC/h

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Capacitor Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

August 24, 1976


file EPA (307)
Mr. David Wood
Monsanto
800 N Lindbergh Blvd.
St. Louis, Mo. 63155

Dear David:

This is a reminder that in preparation for testimony concerning the EPA proposed PCB effluent standards, I need from you the total pounds of Aroclor 1016 shipped to the various capacitor manufacturers, for comparison with the total pounds in effluent water which Roger Wills will send to me. I believe we agreed that the first six months of this year would be representative, since it included the period when EPA gathered and tested water effluent samples from the various plants. The use of a fairly long period such as six months should minimize the effect of inventory fluctuations, and allow us to assume that your sales figures are substantially equal to the industry usage for the period.

Best regards,

CAPACITOR DIVISION
Universal Manufacturing Corp.


N. Ray Clark, Vice President

NRC/h

9930 M/65

EXHIBIT O

0268252

Capacitor Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

June 22, 1976

Mr. David Wood
Monsanto
800 N. Lindbergh Blvd,
St. Louis, Missouri 63155

Dear Dave:

The attached copy of a Connecticut "Act Concerning the Use of PCBs" was signed into law on June 9; I had thought the legislature had adjourned without getting around to passing it, but such was not the case.

The point of concern to Monsanto is, of course, Section 2(a). I talked to a representative of the State Department of Environmental Protection (which drafted the revised version of the bill, which ultimately passed), and pointed out that we purchase the material from you in tank cars at approximately monthly intervals, but cannot normally give you precise delivery requirements as much as 30 days in advance. I am sure the DPE will be reasonable in the matter, and we will of course cooperate with you in complying with whatever requirements they impose.

I don't know who within DEP will be handling the matter, but my contact has been George Trubiano, tel. (203) 566-7166; he is familiar with our operation and can no doubt refer you to the appropriate person.

Best regards,

CAPACITOR DIVISION
Universal Manufacturing Corp.

N. Ray Clark
N. Ray Clark, Vice President

NRC/h
Enc:

cc: Mike Petrilli, Monsanto
EJ Wickson
LR Patterson

EXHIBIT O

0419816

Electronically Filed - St. Louis County - January 19, 2018 - 04:37 PM

SEP 20 1976

Capacitor Division

UNIVERSAL MANUFACTURING CORP.



902 CRESCENT AVENUE
BRIDGEPORT, CONN. 06607
(203) 336-0161

September 16, 1976

Mr. J. Coleman Weber
Manager, Product Acceptability
Monsanto Industrial Chemicals Company
800 N. Lindbergh Boulevard
St. Louis, Mo. 63166

Dear Cole:

As a PCB user who has been among the most critical of the Monsanto posture over the past few months, I am delighted to take the opportunity to congratulate Monsanto for the strong stand in connection with the September 13 BUSINESS WEEK article. I applaud Mr. Harbison and Dr. Roush for their September 10 letter to the BUSINESS WEEK Editor-in-Chief. The exceptions they so rightly take to the sloppy and sensational journalism exhibited by the BUSINESS WEEK article are a sufficiently specific and precise rebuttal to give pause to even the most biased reporter.

Best regards,

CAPACITOR DIVISION
Universal Manufacturing Corp.

N. Ray Clark, Vice President

NRC/h

Xerox

D B Bishop

E H Harbison

~~G Roush~~

R B Potter

D Wood.

0430998

EXHIBIT O

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

October 4, 1976

Mr. Paul H. Einhorn, President
Universal Manufacturing Corporation
29-51 East Sixth Street
Paterson, N. J. 07509

Dear Sir:

We are writing to advise you that Monsanto will cease manufacture at Sauget, Illinois, of all polychlorinated biphenyl (PCBs) products used as dielectrics, effective August 31, 1977. We will cease sales and delivery of these products, effective October 31, 1977.

This decision is consistent with our commitment to exit this business while responsibly taking into account your need to establish replacement products.

Our Marketing Department will be contacting your company shortly to discuss our decision in detail and to answer your questions. We will work with you to accommodate your specific plans and needs within our phase out program.

Very truly yours,


R. G. Potter
Business Director
Functional Products

/deb

0422888

A unit of Monsanto Company

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63168
Phone: (314) 894-1000

October 4, 1976

Mr. N. Ray Clark, V. P.
Universal Manufacturing Corporation
902 Crescent Avenue
Bridgeport, Conn. 06607

Dear Sir:

We are writing to advise you that Monsanto will cease manufacture at Sauget, Illinois, of all polychlorinated biphenyl (PCBs) products used as dielectrics, effective August 31, 1977. We will cease sales and delivery of these products, effective October 31, 1977.

This decision is consistent with our commitment to exit this business while responsibly taking into account your need to establish replacement products.

Our Marketing Department will be contacting your company shortly to discuss our decision in detail and to answer your questions. We will work with you to accommodate your specific plans and needs within our phase out program.

Very truly yours,



R. G. Potter
Business Director
Functional Products

/deb

0422887

a unit of Monsanto Company

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

October 4, 1976

Mr. Ed Wickson, P. A.
Universal Manufacturing Corporation
902 Crescent Avenue
Bridgeport, Conn. 06607

Dear Sir:

We are writing to advise you that Monsanto will cease manufacture at Sauget, Illinois, of all polychlorinated biphenyl (PCBs) products used as dielectrics, effective August 31, 1977. We will cease sales and delivery of these products, effective October 31, 1977.

This decision is consistent with our commitment to exit this business while responsibly taking into account your need to establish replacement products.

Our Marketing Department will be contacting your company shortly to discuss our decision in detail and to answer your questions. We will work with you to accommodate your specific plans and needs within our phase out program.

Very truly yours,



R. G. Potter
Business Director
Functional Products

/deb

0422686

a unit of Monsanto Company

Monsanto

SPECIALTY CHEMICALS DIVISION

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

October 4, 1976

Mr. Armand A. DeMauro, Plt. Mgr.
Universal Manufacturing Corporation
11 Jackson Road
Totowa, N. J. 07512

Dear Sir:

We are writing to advise you that Monsanto will
cease manufacture at Sauget, Illinois, of all poly-
chlorinated biphenyl (PCBs) products used as dielectrics,
effective August 31, 1977. We will cease sales and
delivery of these products, effective October 31, 1977.

This decision is consistent with our commitment to
exit this business while responsibly taking into
account your need to establish replacement products.

Our Marketing Department will be contacting your
company shortly to discuss our decision in detail
and to answer your questions. We will work with you
to accommodate your specific plans and needs within
our phase out program.

Very truly yours,



R. G. Potter
Business Director
Functional Products

/deb

0422885

a unit of Monsanto Company

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MONSANTO COMPANY,
PHARMACIA, LLC, and
SOLUTIA, INC.

Plaintiffs,

v.

MAGNETEK, INC.

Defendant.

Cause No. 17SL-CC03368

Affidavit of Christopher M. Hohn

I, Christopher M. Hohn, being of sound mind and do hereby declare:

1. My name is Christopher M. Hohn. I am a partner at Thompson Coburn LLP (“Thompson Coburn”) and counsel for Monsanto Company, Pharmacia LLC f/k/a Monsanto (“Pharmacia”), and Solutia, Inc. (collectively “Monsanto Defendants”). The statements set forth in this declaration are true and correct to the best of my knowledge, information and belief. The statements contained herein are based on my personal knowledge and my review of Thompson Coburn records, except where based upon information provided by other employees of Thompson Coburn, or persons working under their direction and supervision.

2. I make this affidavit in support of Plaintiffs' Memorandum in Opposition to Defendant Magnetek, Inc.'s Motion to Dismiss or Stay.

3. The Monsanto Defendants recently have been sued in approximately 46 lawsuits (“the PCB lawsuits”). On August 29, 2016, I sent a letter to Mr. Scott S. Cramer, Magnetek, Inc., requesting that Plaintiff Magnetek Inc. (“Magnetek”) defend and indemnify Pharmacia in those PCB lawsuits, as required by a Special Undertaking Agreement entered into in 1972 between Magnetek’s predecessor, Universal Manufacturing Corporation (“UMC”), and

Pharmacia LLC. Attached hereto as **Exhibit Q** is a true and correct copy of the August 29, 2016 letter from me to Scott S. Cramer of Magnetek.

4. On September 13, 2016, counsel for Magnetek, Mr. Craig A. Leslie, responded to me by sending me a letter in Missouri, rejecting the Monsanto Defendants' tender of the defense and demand for indemnification in the PCB lawsuits. Attached hereto as **Exhibit R** is a true and correct copy of the September 13, 2016 letter that I received from Craig A. Leslie of Phillips Lytle LLP, counsel for Magnetek.

5. I responded to Mr. Leslie's September 13, 2016 letter on December 23, 2016. Attached hereto as **Exhibit S** is a true and correct copy of the December 23, 2016 letter from me to Mr. Leslie.

6. On April 7, 2017, counsel for the Monsanto Defendants invited Magnetek to attend a meeting on May 16, 2017, at the offices of Thompson Coburn in St. Louis, Missouri, to discuss the parties' positions regarding Magnetek's obligations under the Special Undertaking Agreement. The purpose of the meeting was to provide information to Magnetek and assess whether the parties could structure a dispute resolution process to try to resolve the Monsanto Defendants' claims outside the context of formal litigation. In addition to Magnetek, other companies that had signed Special Undertaking Agreements with Pharmacia (and that also were obligated to defend and indemnify Pharmacia in the PCB lawsuits) were also invited to the meeting. Attached hereto as **Exhibit T** is a true and correct copy of the April 7, 2017 letter from me to Mr. Leslie.

7. On May 1, 2017, Mr. Leslie responded that he would attend the meeting, along with two other individuals for Magnetek. Attached hereto as **Exhibit U** is a true and correct

copy of the May 1, 2017 letter that I received from Craig A. Leslie of Phillips Lytle LLP, counsel for Magnetek.

8. The following week, Mr. Leslie responded to me again, confirming that he would attend the meeting. Attached hereto as **Exhibit V** is a true and correct copy of a May 9, 2017 letter that I received from Craig A. Leslie of Phillips Lytle LLP, counsel for Magnetek.

9. On Friday May 12, 2017, four days before the parties' scheduled meeting, Magnetek preemptively filed an eight count declaratory judgment lawsuit against Plaintiffs in the Superior Court of Bergen County, New Jersey, without informing Monsanto or its counsel. *See Magnetek, Inc. v. Monsanto Co., et al.*, No. BER-L-3362-17 (N.J. Super. Ct. May 12, 2017) (the "New Jersey Action")

10. On May 16, 2017, counsel for Magnetek arrived at Thompson Coburn's offices in St. Louis to attend the scheduled meeting, without informing counsel for the Monsanto Defendants that Magnetek already had filed the New Jersey Action four days earlier. Approximately one hour before the meeting was scheduled to begin, counsel for the Monsanto Defendants learned that Magnetek had filed the New Jersey Action, through a docket alert email. Counsel for the Monsanto Defendants met with Magnetek's counsel, Mr. Joe Schmit, privately before the start of the planned meeting and raised Magnetek's filing of the New Jersey Action. Mr. Schmit confirmed that the lawsuit had been filed, but noted that it had not been served, and stated that the lawsuit was a "placeholder."

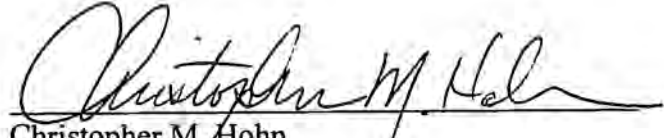
11. Since Monsanto was preparing to meet with representatives from other companies that had not filed suit, counsel for the Monsanto Defendants excused Magnetek's counsel from the meeting, but requested that Magnetek agree to dismiss the New Jersey Action and enter into a standstill and tolling agreement to permit the parties to continue their negotiation outside the

context of formal litigation. After considering that proposal, Magnetek ultimately declined and served the New Jersey Action on the Monsanto Defendants on June 21, 2017.

12. On September 1, 2017, the Monsanto Defendants filed the instant suit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 19, 2018.

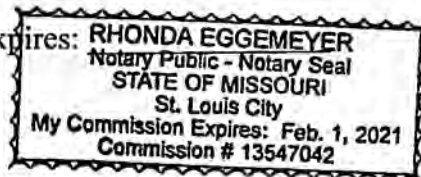

Christopher M. Hohn
Thompson Coburn LLP

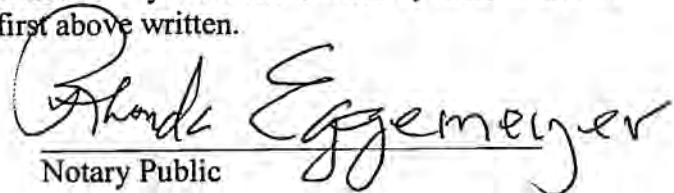
STATE OF MISSOURI)
) SS
CITY OF SAINT LOUIS)

On the 19th day of January, 2018, before me personally appeared Christopher M. Hohn to me known to be the person described in and who executed the foregoing Affidavit and who did state that the averments contained therein are true and correct to the best of his knowledge and that he executed the Affidavit of his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

My term expires:




Notary Public



Christopher M. Hohn
P 314.552.6159
F 314.552.7000
chohn@thompsoncoburn.com

August 29, 2016

VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

Scott S. Cramer
Magnetek, Inc.
N49 W13650 Campbell Dr
Menomonee Falls, WI 53051
Scramer@magnetek.com

Re: Tender of Defense & Demand for Indemnification Under Special Undertaking by Purchasers of Polychlorinated Biphenyls contract dated January 7, 1972

Protected Communication: Indemnatee-Indemnitor Privilege; Common Interest Doctrine

Dear Mr. Cramer:

We understand that you are authorized to receive this demand on behalf of Magnetek, Inc. If that understanding is incorrect, please advise immediately and we will redirect this correspondence as necessary.

We write on behalf of our clients Monsanto Company ("New Monsanto"), Pharmacia LLC, f/k/a Monsanto ("Old Monsanto"), and Solutia Inc. (collectively the "Monsanto Defendants"). The Monsanto Defendants have been sued in certain lawsuits by a number of individuals, cities, municipal agencies, and school districts seeking to recover for claimed personal injuries, environmental clean-up and permit costs, property damage, and other damages allegedly caused by exposure to or contamination by Polychlorinated Biphenyls ("PCBs") manufactured and sold by Old Monsanto.

It is the Monsanto Defendants' understanding that Magnetek, Inc. is the successor in interest to Universal Manufacturing Corporation's obligations under the Special Undertaking By Purchasers of Polychlorinated Biphenyls contract Universal Manufacturing Corporation entered into with Old Monsanto on January 7, 1972 (the "Special Undertaking Contract"), a copy of which is enclosed for your reference.

The Special Undertaking Contract states in pertinent part that Magnetek, Inc. will:

defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents, from and against any and all liabilities,

Thompson Coburn LLP | Attorneys at Law | One US Bank Plaza | St. Louis, Missouri 63101
P 314.552.6000 | F 314.552.7000 | www.thompsoncoburn.com

Chicago • Los Angeles • St. Louis • Southern Illinois • Washington, D.C.

EXHIBIT Q

claims, damages, penalties, actions, suits, losses, costs and expenses (except to the extent arising from failure of PCB to conform to specifications) arising out of or in connection with the receipt, purchase, possession, handling, use, sale, or disposition of such PCB's by, through or under Buyer, whether alone or in combination with other substances, including, without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

Special Undertaking Contract at 1.

By copy of this letter, demand is made for Magnetek, Inc. to defend, indemnify and hold harmless Old Monsanto (and related entities as specified in the Special Undertaking Contract), in connection with all current and future PCB-related litigation wherein Old Monsanto is, or will be, named as a defendant, and for the amount of any resulting judgments (if any) and settlements, to the full extent required by the Special Undertaking Contract. You are hereby formally tendered the defense of the Food Chain Cases, the Water Cases, the School Cases, the Occupational Case, and any other lawsuits on the enclosed list of PCB-related litigation. Copies of the complaints in each case will be provided upon request. Pending the establishment of a reasonable and acceptable arrangement regarding this tender, the cases will continue to be defended and/or settled and Magnetek, Inc. will be held liable for the amount of the resulting settlements or judgments (if any) as well as the incurred costs, expert witness fees, attorney's fees, and all other reasonable expense incurred in defending these actions. You are expressly notified that settlement negotiations relating to certain of the listed cases are currently underway.

The Monsanto Defendants expressly reserve all of their rights of any sort, at law or in equity, including but not limited to those under the Special Undertaking Contract, whether or not identified herein. The Monsanto Defendants also expressly reserve the right to engage in settlement discussions and/or to settle some or all of the above cases, while holding Magnetek, Inc. responsible for those settlements.

The current breakdown of the PCB-related litigation involving the Monsanto Defendants is as follows:

53. The Monsanto Defendants are defending a series of personal injury cases in which plaintiffs are contending that they suffer from various types of cancer (primarily non-Hodgkin lymphoma) as a result of their environmental, non-employment exposure to PCBs (the "Food Chain Cases"). The Food Chain Cases currently are pending in state court in Los Angeles County, California and in state and federal courts in St. Louis, Missouri. At present, the Food Chain Cases include approximately 700 plaintiffs. On May 26, 2016, a Judgment was entered against Monsanto in one such case in the total amount of \$46,500,000.00 for alleged personal injuries and punitive damages arising out of the exposure to PCBs in a case captioned *Benito Walker et al. v. Monsanto Co., et al.*, Case No. 1122-CC09621-01 (Cir. Court City of St. Louis May 26, 2016).
54. The Monsanto Defendants also face a group of lawsuits (currently eight suits have been filed) on the West Coast in which cities and various municipal agencies are

alleging that the Monsanto Defendants should bear some cost of water clean up and wastewater permit costs due to PCB contamination (the "Water Cases").

55. The Monsanto Defendants also are defending four cases in which certain school districts allege that they should bear some cost of clean-up and/or rebuilding of schools due to alleged PCB contamination (the "School Cases").
56. The Monsanto Defendants also were recently named along with several other defendants in an occupational exposure case filed in state court in Massachusetts (the "Occupational Case").

A current list of all PCB-related litigation wherein the Monsanto Defendants are named as defendants (including court, case caption, and civil docket number) is enclosed. Please note that the next Food Chain Case is currently set for trial on September 12, 2016.

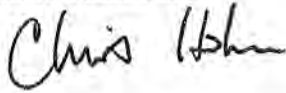
We request acknowledgement that Magnetek, Inc. received this communication and confirmation that Magnetek, Inc. intends to honor its contractual obligations of defense and indemnification under the Special Undertaking Contract within ten (10) days from the date of this communication. We also request that you immediately notify your primary and excess insurer(s) of the demand for defense and indemnity set forth above.

Our Client would welcome the opportunity to discuss the PCB-related litigation referenced above (and on the enclosed list) and the scope of Magnetek, Inc.'s obligations under the Special Undertaking Contract with you. New Monsanto expects to put a process in place for the resolution of this obligation, and those obligations of other similarly situated parties. Please, at your earliest convenience, contact Monsanto's Assistant General Counsel, Litigation, Molly Jones at (314) 694-5425 to discuss this matter.

Thank you for your attention to this matter. We look forward to hearing from you.

Sincerely,

Thompson Coburn LLP

By 

Christopher M. Hohn

Enclosures

cc: Magnetek, Inc.
c/o CSC-Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101
(via Federal Express)

Matter Name	Group Reference	Jurisdiction Type	Court	Docket Number	File Date
Grant Parish School Board v. Monsanto Company (PCB)	PCB - Building	Federal	LA - Western District	1:15-cv-01719-DDD-JDK	5/19/2015
City of Hartford and Hartford Board of Education v. Monsanto (SOI)(PCBO)	PCB - Building	Federal	CT- U.S. District	2015-004301	10/23/2015
Town of Princeton, MA v. Monsanto Company (SOI) (PCB)	PCB - Building	Federal	MA - U.S. District	4:15-cv-40096-DJC	7/1/2015
Town of Westport and Westport Community Schools v. Monsanto (SOI) (PCB)	PCB - Building	Federal	MA - U.S. District	1:14-CV-12041-DJC	5/7/2014
Abston, Bertha v. Monsanto Company (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	12SL-CC01495	4/23/2012
Aiken, Ronald v. Monsanto Company (SOI) (PCB Food chain case)	PCB - Food Chain	State	MO - St. Louis City	1422-CC09436	8/15/2014
Ashley, Jerry v. Monsanto (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	12SL-CC01499	4/23/2012
Bailey, Roger v. Monsanto Company (PCB Food Chain case)	PCB - Food Chain	State	MO - Eastern District	15SL-CC01768	5/22/2015
Blum, Robert J., Jr. v. Monsanto (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	10SL-CC02866	6/28/2010
Brownlee, Paul v. Monsanto Company (SOI) (PCB Food Chain)	PCB - Food Chain	State	CA - LA County	BC497582	12/14/2012
Brown, Paulette v. Monsanto (SOI) (PCB Food Chain)	PCB - Food Chain	State	MO - St. Louis County	12SL-CC01498	4/23/2012
Burford, Kent N, et al.. v. Monsanto, et al. (SOI) (PCB Food Chain case)	PCB - Food Chain	State	MO - St. Louis County	16SL-CC00928	3/10/2016
Burke, Angela v. Monsanto Co. (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis City	1222-CC10374	#: 1323
Carter, Kevin v. Monsanto Company (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	CA - LA County	BC484608	5/11/2012
Clair, Sanford v. Monsanto Company (SOI) (PCB)	PCB - Food Chain	State	MO-St. Louis County	09SL-CC01964	
Craig, Gary v. Monsanto Company (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	12SL-CC01496	4/23/2012
Dauber, Roslyn v. Monsanto (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	CA - LA County	BC483342	4/23/2012
Dublin, Sydell v. Monsanto (SOI) (PCB Food Chain)	PCB - Food Chain	State	MO - St. Louis County	10SL-CC03822	9/22/2010
Ferrell, Marinda v. Monsanto (SOI) (PCB Food Chain case).	PCB - Food Chain	State	MO - St. Louis City	1322-CC08915	7/22/2013
Gibson, Dennis L. v. Monsanto Company (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - Eastern District	11SL-CC04951	
Goodman, Betty v. Monsanto (SOI) (PCB Food Chain case)	PCB - Food Chain	State	MO - St. Louis City	1322-CC09213	8/26/2013
Granger, Jacqueline v. Monsanto Co. (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	CA - LA County	BC459770	4/19/2011
Guenther, Valerie Anna v. Monsanto (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	CA - LA County	BC480068	3/5/2012
Hearon, Leslie v. Monsanto (SOI) (PCB Food Chain)	PCB - Food Chain	State	MO - St. Louis County	12S-CC01497	4/23/2012
Kelly, Thomas v. Monsanto Company (SOI) (PCB Food Chain case)	PCB - Food Chain	State	MO - St. Louis County	15SL-CC03845	11/9/2015

EXHIBIT Q

LaBarge, Dale L. v. Monsanto (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	12SL-CC01263	4/5/2012
Mosby, Keith v. Monsanto Co. (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	1122-CC02206	
Murphy, Deborah D. v. Monsanto Company (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO- St. Louis City	1222-CLO9174	7/6/2012
Naihe, Edward v. Monsanto (SOI) (PCB Food Chain)	PCB - Food Chain	State	MO - St. Louis County	12SL-CC02117	6/5/2012
Nishida Nicolas White, Ruth v. Monsanto and Solutia (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	09SL-CC01964	5/1/2009
Nunn, Mary vs. Monsanto Co. (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis City	1122-CC01207	
Olson Kathleen R. v. Monsanto Company, et al. (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	16SL-CC00919	3/10/2016
Rodriguez, Guillermo v. Monsanto Co. (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO - St. Louis County	10SLCC03408	
Stapleton, Bernadette v. Monsanto (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO-St. Louis City	1122CC09622	9/9/2011
Varela, Jesse v. Monsanto (SOI) (PCB Food Chain)	PCB - Food Chain	State	MO-St. Louis City	BC509170	5/16/2013
Walker, Benito v. Monsanto Company (SOI) (PCB Food Chain Case)	PCB - Food Chain	State	MO-St. Louis City	1122CC09621	
Lamkin, Craig, et ux. v. Monsanto Company, et al. (SOI) (PCB)	PCB - Personal Injury	State	MA - Suffolk County	16-0563	2/19/2016
City of Berkeley v. Monsanto Company (SOI) (PCB)	PCB - Water Contamination	Federal	CA - Northern District	5:16-cv-00071	1/6/2016
City of Oakland v. Monsanto Company (SOI)(PCB)	PCB - Water Contamination	Federal	CA - Northern District	4:15-cv-05152	11/10/2015
City of San Jose v. Monsanto Company (SOI) (PCB)	PCB - Water Contamination	Federal	CA - Northern District	5:15-cv-03178-NC	7/10/2015
City of Seattle v. Monsanto, et al. (SOI) (PCB)	PCB - Water Contamination	Federal	WA - Western District	2:16-cv-00107	1/25/2016
City of Spokane v. Monsanto Company (SOI) (PCB)	PCB - Water Contamination	Federal	WA- Eastern District	2:15-cv-00201-SMJ	7/31/2015
Monsanto PCB Water Contamination Litigation (SOI) (PCB)	PCB - Water Contamination	Federal	Judicial Panel /Multidistrict	MDL No. 2697	1/28/2016
San Diego Unified Port and City of San Diego v. Monsanto Co., et al.	PCB - Water Contamination	Federal	CA - Southern District	3:15-cv-00578-WQH-JLB	8/3/15
City of Long Beach v. Monsanto Co., et al.	PCB - Water Contamination	Federal	CA - Central District	2:16-cv-03493-FMO-AS	5/19/16
City of Portland v. Monsanto Co., et al.	PCB - Water Contamination	Federal	OR - Dist. of Oregon, Portland Division	3:16-cv-1418-PK	7/12/16

UNIVERSAL MANUFACTURING CORPORATION

29-51 EAST SIXTH STREET, PATERSON, NEW JERSEY 07509 • PHONE: (201) 271-3100 • TWX NO. 710 988-5934

January 7, 1972

Mr. H.S. Bergen
Monsanto Company
P.O. Box 14617
St. Louis, Missouri 63178


Dear Mr. Bergen:

Enclosed is the undertaking you requested in connection with our purchase of PCB. As previously discussed, we are executing the undertaking in our own name and are excepting any liability arising from failure of the product to conform to specifications.

This undertaking will be covered by a blanket liability policy with the Travelers Insurance Company having limits of 10 million dollars. As of December 31, 1970, Universal's consolidated net worth was 16.8 million and its current ratio was 1.7 to 1.

Very truly yours,

UNIVERSAL MANUFACTURING CORPORATION


Paul H. Einhorn
President

PHE/paz

0167252

Special Undertaking by Purchasers of Polychlorinated Biphenyls

Monsanto Company (Monsanto) manufacturers certain polychlorinated biphenyls products (PCB's) which Universal Manufacturing Corporation (Buyer) desires to purchase. While buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto that PCB's tend to persist in the environment; that care is required in the handling, possession, use and disposition; that tolerance limits have been or are being established for PCB's in various food products.

Monsanto has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or delivery of PCB's by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof and in consideration of any such sale or delivery, buyer shall defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses (except to the extent arising from failure of PCB to conform with specifications) arising out of or in connection with the receipt, purchase, possession, handling, use, sale or disposition of such PCB's by, through or under Buyer, whether alone or in combination with any other substance, including without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCB's.

All existing contracts for the sale of PCB's by Monsanto to Buyer are hereby amended to contain the provision set forth above.

Nothing herein shall create or imply, any duty or obligation of Monsanto to sell or deliver any PCB's to Buyer. No conditions, undertakings or agreements purporting to modify the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effective by the acknowledgement or acceptance of any sale document, purchase order, shipping instructions or other forms containing terms or conditions at variance herewith.

Universal Manufacturing Corporation
(Buyer)

BY: [Signature]

TITLE: President

DATE: January 7, 1972

MONSANTO COMPANY

BY: [Signature]

0167253



Phillips Lytle LLP

VIA E-MAIL & U.S. MAIL

September 13, 2016

Christopher M. Hohn
Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
chohn@thompsoncoburn.com

Re: Monsanto's Purported Tender of Defense & Demand for Indemnification
Under Special Undertaking dated January 7, 1972

Dear Mr. Hohn:

Please be advised that our firm has been retained to assist MagneTek in regards to your correspondence dated August 29, 2016, addressed to Mr. Scott S. Cramer, purporting to: (a) tender to MagneTek the defense of Monsanto Company ("New Monsanto"), Pharmacia LLC f/k/a Monsanto ("Old Monsanto"), and Solutia Inc. (collectively, "Monsanto") in the 46 cases identified in the accompanying attachment to your correspondence; and (b) demanding that MagneTek indemnify Monsanto with respect to any damages that might be awarded against Monsanto in those cases, pursuant to the accompanying "Special Undertaking," dated January 7, 1972.

Initially, please note that Mr. Cramer is no longer with MagneTek and that any future correspondence regarding this matter should, therefore, be directed to the undersigned.

Your correspondence is the first notice to MagneTek of the 46 cases identified in the accompanying attachment, in spite of the fact that many of those cases have been pending for years, at least one has already gone to trial and verdict, and another is apparently set for trial this week. Based upon the scant information that Monsanto has provided, MagneTek presently has no reason to believe that it is required to either defend or indemnify Monsanto and, therefore, rejects Monsanto's tender or demand.

ATTORNEYS AT LAW

CRAIG A. LESLIE, PARTNER DIRECT 716 847 7012 CLESLIE@PHILLIPSLYTLE.COM

ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 852 6100

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Christopher M. Hohn
Page 2

September 13, 2016

MagneTek also reserves all of its rights with respect to Monsanto's tender and demand including, specifically, but without limitation, its right to specify further and additional grounds for rejecting the same as MagneTek's investigation of Monsanto's tender and demand continues.

Very truly yours,

Phillips Lytle LLP

By 
Craig A. Leslie

CALram



One US Bank Plaza
St. Louis, MO 63101

314 552 6000 main
314 552 7000 fax
thompsoncoburn.com

Christopher M. Hohn

314 552 6159 direct
chohn@thompsoncoburn.com

December 23, 2016

VIA FEDERAL EXPRESS

Scott S. Cramer
N49 W13650 Campbell Drive
Menomonee Falls, Wisconsin 53051

Scramer@magnetek.com

Protected Communication: Indemnitee-Indemnitor Privilege; Common Interest Doctrine

Re: Magnetek, Inc.'s obligations under Special Undertaking Agreement

Dear Mr. Cramer:

This letter is a follow-up to my August 29, 2016 correspondence to you regarding Magnetek, Inc.'s ("Magnetek") contractual obligation to defend and indemnify Monsanto in the pending PCB lawsuits referenced in my letter. Specifically, I write to suggest that we schedule a meeting to discuss our clients' respective positions regarding those obligations.

The information Monsanto previously provided demonstrates Magnetek's duty to defend Monsanto in the pending PCB litigation. The duty to defend is determined by comparing the allegations of the complaints to the language of the parties' agreement. Where the allegations give rise to a claim potentially within the scope of the agreement, the duty to defend arises. Monsanto has provided Magnetek with a copy of the Special Undertaking Agreement its predecessor in interest, Universal Manufacturing Corporation ("Universal"), entered into with Monsanto, and docket information to facilitate Magnetek's review of each individual complaint.¹ These materials are sufficient to demonstrate Magnetek's obligation to defend Monsanto in the pending litigation.

Magnetek has a duty to defend Monsanto in the pending litigation because the plaintiffs' allegations fall squarely within the scope of the Special Undertaking Agreement. Magnetek through its predecessor in interest, Universal, agreed to defend and indemnify Monsanto against

¹ As a courtesy, copies of the complaints are available for your review at the following link: <https://thompsoncoburn.box.com/s/j00ik2j3ofpvm69xjoa3im88ic8afa1>. We will provide the password needed to access these documents via separate correspondence.

any and all liabilities, claims, and actions arising out of or in connection with Universal's "receipt, purchase, possession, handling, use, sale or disposition" of PCBs after January 7, 1972. The pending claims and actions fall within the scope of the agreement for several reasons. For example:

- The claims and actions "aris[e] out of or in connection with" Universal's post-January 1972. PCB *purchases*, because the plaintiffs seek to impose liability on Monsanto for its manufacture and sale of all PCBs, including those purchased by Universal after January 7, 1972.
- The claims and actions also arise out of or in connection with Universal's *possession, handling, use, sale, and/or disposition* of PCBs purchased after January 7, 1972, because plaintiffs assert injuries allegedly caused by general environmental and food chain exposure to PCBs, and Universal's possession, handling, use, sale and disposition of PCBs purchased after January 7, 1972 contributed to the amount of PCBs in the environment and food chain.
- Magnetek cannot credibly deny that Universal's possession, handling, use, sale and/or disposition of PCBs purchased after January 7, 1972 contributed to the amount of PCBs in the environment and food chain. Universal purchased almost 12 million pounds of PCBs after January 7, 1972, which led to the presence of PCBs in various locations across the country including the areas in and around Bridgeport, Connecticut and Totowa, New Jersey. In addition, in 1981, an EPA inspection report cited Universal for several violations including improper disposal and storage of PCBs.
- The claims and actions also arise out of or in connection with Universal's *possession, handling, use, sale, and/or disposition* of PCBs purchased after January 7, 1972, because the plaintiffs specifically allege that their injuries were caused by the improper dumping of PCBs into the environment by Monsanto's customers, which include Universal.²

Furthermore, Monsanto was recently served with a new Water Case: State of Washington v. Monsanto Company et al., Superior Court of King County, Washington. A copy of the complaint filed in this case is included in the link referenced in Footnote 1 above. In this action, the State of Washington asserts claims for public nuisance, product liability, negligence, equitable indemnity, and statutory trespass, seeking to recover for alleged injury to state natural

² These descriptions are only examples of the manner in which the allegations and claims made in the PCB litigation fall within the scope of the Special Undertaking Agreement; they should not be construed as an exhaustive list of the grounds on which Monsanto may seek defense costs and indemnity from Magnetek.

resources, including waterways, clean-up costs, and other alleged damages. Magnetek has a duty to defend Monsanto in this case, as it does in the other Water Cases.

The claims asserted in the pending litigation arise out of or in connection with the PCBs Universal purchased after January 7, 1972 that have been released into the environment (whether by Universal or those to whom Universal sold them) in combination with all other PCBs in the environment. The Special Undertaking Agreement, by its express terms, includes liabilities arising out of "*or in connection with*" PCBs purchased after January 7, 1972 "*alone or in combination with other substances.*" Thus, Magnetek has a duty to defend Monsanto in the litigation.

Since putting Magnetek on notice, Monsanto has incurred approximately \$4.2 million in attorneys' fees defending the PCB litigation, and those fees continue to accrue. Monsanto also recently agreed to pay up to \$280 million dollars to settle all of the pending PCB Food Chain Cases. Under the terms of the Special Undertaking Agreement and the governing law, each indemnitor, including Magnetek, is jointly and severally liable to Monsanto for its cost of defending the PCB litigation, as well as amounts paid to resolve the Food Chain Cases. Prejudgment interest is currently accruing on amounts Magnetek owes to Monsanto.

According to our sales records, Magnetek's predecessor in interest, Universal, purchased at least 11,918,600 pounds of PCBs from Monsanto after signing the Special Undertaking Agreement. That represents 8.34% of all PCBs purchased after January 1972 by domestic indemnitors who remain viable companies.


Monsanto would prefer to resolve the parties' disagreement over the scope of Magnetek's obligations under the Special Undertaking Agreement without resorting to formal litigation. Informal resolution of the dispute will be more cost-effective for both sides, and allow greater flexibility in crafting a solution. Please let us know by January 20, 2017, if we can schedule a meeting to discuss our respective clients' positions in the near term.

Please note that Monsanto expressly reserves all of its rights of any sort, at law or in equity, including but not limited to common law contribution and indemnity, in addition to those under the Special Undertaking Agreement, whether or not identified herein.

We would appreciate your prompt attention to this matter, and look forward to hearing from you.

Sincerely,

Thompson Coburn LLP

By 
Christopher M. Hohn
Partner



One US Bank Plaza
St. Louis, MO 63101

314 552 6000 main
314 552 7000 fax
thompsoncoburn.com

Christopher M. Hohn
314 552 6159 direct
chohn@thompsoncoburn.com

April 7, 2017

VIA ELECTRONIC & FIRST CLASS MAIL

Mr. Craig A. Leslie
Phillips Lytle LLP
One Canalside
125 Main Street
Buffalo, NY 14203-2887
CLeslie@phillipslytle.com

Re: Informational Meeting to Discuss PCB Liabilities for Companies that Signed a
Special Undertaking Agreement with Monsanto

Dear Mr. Leslie:

A number of companies signed a Special Undertaking Agreement with Monsanto in the early 1970s relating to their purchase of PCBs. Pursuant to those agreements, Monsanto has tendered the defense of certain PCB litigation to 26 companies, including Magnetek, Inc., and demanded indemnification from them for amounts paid by Monsanto in connection with such litigation.

Monsanto's discussions with those 26 companies are at various stages, but several companies have requested additional information regarding the litigation and their potential liability for defense costs and indemnification. For that reason, Monsanto will hold an informational meeting for all companies who wish to attend on May 16, 2017 at 10 a.m. The meeting will take place in St. Louis, Missouri at the offices of Thompson Coburn LLP. Additional details will be provided for those who plan to attend.

At the meeting, we will provide information regarding the indemnitors' shares of post-January 1972 PCB sales, the status of Monsanto's settlement of the Food Chain Cases, past and ongoing defense costs incurred in the PCB litigation, and options for resolving each company's liabilities outside the context of formal litigation. We also will allow time for a question and answer session. Please let us know by May 2, 2017 if you would like to attend the meeting, and who would be present at the meeting on behalf of Magnetek. If you have specific questions that you would like addressed at the meeting, please submit those questions in writing at least one week in advance of the meeting. Also, prior to attending the meeting, we will send you a Confidentiality Agreement for your review and execution.

According to our current assessment of Monsanto's sales records, Magnetek, Inc. and/or its predecessors purchased 11,918,600 pounds of PCBs from Monsanto after signing the Special Undertaking Agreement. That represents 8.16% of all PCBs purchased after January 1972 by

EXHIBIT T

April 7, 2017
Page 2

domestic indemnitors who remain viable companies. While Magnetek is jointly and severally liable for the full amount of the \$280 million Food Chain Cases settlement, a 8.16% share of that amount would equal \$22,848,000. Prejudgment interest is currently accruing on amounts Magnetek owes to Monsanto.

We hope you are able to attend the informational meeting next month, and that we can begin working toward an agreement regarding the amount Magnetek owes to Monsanto under the Special Undertaking Agreement. We look forward to hearing from you.

Sincerely,

Thompson Coburn LLP

A handwritten signature in blue ink that reads "Christopher Hohn". The signature is written in a cursive, flowing style.

By
Christopher M. Hohn
Partner

CMH/rds



Phillips Lytle LLP

VIA EMAIL & U.S. MAIL

May 1, 2017

Christopher M. Hohn, Esq.
Thompson Coburn LLP
One US Bank Plaza
St. Louis, MD 63101
(chohn@thompsoncoburn.com)

Re: Monsanto v. Magnetek Inc., et al.

Dear Mr. Hohn:

As you know, our firm represents Magnetek Inc. ("Magnetek") in connection with Monsanto's demand for indemnification relative to PCB liabilities. Please be advised that Magnetek plans to attend the May 16, 2017 informational meeting. Magnetek's attendees will include Alan Korman, myself and my partner Joseph Schmit.

Very truly yours,

Phillips Lytle LLP

By 

Craig A. Leslie

CALram
Doc #01-3036812.1

ATTORNEYS AT LAW

CRAIG A. LESLIE, PARTNER DIRECT 716 847 7012 CLESLIE@PHILLIPSLYTLE.COM

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ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 852 6100

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Phillips Lytle LLP

VIA EMAIL & U.S. MAIL

May 9, 2017

Christopher M. Hohn, Esq.
Thompson Coburn LLP
One US Bank Plaza
St. Louis, MO 63101
(chohn@thompsoncoburn.com)

Re: Monsanto v. Magnetek Inc., et al.

Dear Mr. Hohn:

As indicated in my letter of May 1, 2017, Magnetek plans to attend the May 16, 2017 informational meeting. Your previous correspondence indicated that additional details would be provided for those who plan to attend. Please advise of those details.

Very truly yours,

Phillips Lytle LLP

By 

Craig A. Leslie

CALbe
Doc #01-3038666.1

ATTORNEYS AT LAW

CRAIG A. LESLIE, PARTNER DIRECT 716 847 7012 CLESLIE@PHILLIPSLYTLE.COM

EXHIBIT V

ONE CANALSIDE 125 MAIN STREET BUFFALO, NY 14203-2887 PHONE 716 847 8400 FAX 716 852 6100

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